

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FPG SERVICES, LLC		06/13/2019	Limited Liability Company: DELAWARE
CENTER FOR SURROGATE PARENTING, LLC		06/13/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5648443	OVATION	
Registration Number:	5521489	EUPLOID EMBRYO GUARANTEE	
Registration Number:	5485363	OVATION FERTILITY	
Registration Number:	5485362	OVATION FERTILITY	
Registration Number:	5146286	OVATION FERTILITY	
Registration Number:	5055981	OVATION FERTILITY	
Registration Number:	5116269	SAN ANTONIO IVF	
Registration Number:	4445401	AUSTIN IVF	
Registration Number:	3953048	CREATING FAMILIES	
Registration Number:	3852117	CENTER FOR SURROGATE PARENTING	
Registration Number:	2144184	CSP	
Serial Number:	87147527	ORGANIC IVF	
Serial Number:	87135684	GAP YEAR FERTILITY TESTING	
Serial Number:	87135653	GYFT	
Serial Number:	87672953	A QUICKER PATH TO PREGNANCY	
Serial Number:	87928803	SURROGACY WORKS	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3105572193*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 310-557-2900**Email:** klathrop@proskauer.com**Correspondent Name:** PROSKAUER ROSE LLP**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400**Address Line 2:** C/O KIMBERLEY A. LATHROP**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.231
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	06/13/2019

Total Attachments: 7

source=06. Trademark Security Agreement#page1.tif

source=06. Trademark Security Agreement#page2.tif

source=06. Trademark Security Agreement#page3.tif

source=06. Trademark Security Agreement#page4.tif

source=06. Trademark Security Agreement#page5.tif

source=06. Trademark Security Agreement#page6.tif

source=06. Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 13, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), made by FPG Services, LLC a Delaware limited liability company, and Center for Surrogate Parenting, LLC, a California limited liability company (each a "Grantor," and collectively, the "Grantors"), in favor of MidCap Financial Trust, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 13, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FPG Services Holdings, LLC, FPG Services, LLC, FPG Labs, LLC, the other Loan Parties from time to time party thereto, each Lender (as defined in the Credit Agreement) from time to time party thereto and Midcap Financial Trust, as Administrative Agent.

WHEREAS, the Grantors are party to a Security Agreement, dated as of June 13, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. Each Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of each Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which

together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.


Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

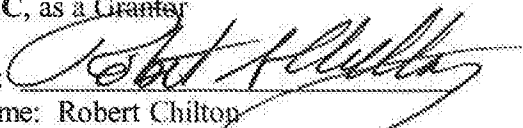
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

FPG SERVICES, LLC, as a Grantor

By: 
Name: Steve Rodgers
Title: President

[Signature Page to Trademark Security Agreement]

**CENTER FOR SURROGATE PARENTING,
LLC, as a Grantor**

By: 
Name: Robert Chilton
Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006669 FRAME: 0136**

Accepted and Agreed

MIDCAP FINANCIAL TRUST, as
Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>
OVATION	1/8/2019	5648443	<u>Registered</u>
EUPLOID EMBRYO GUARANTEE	7/17/2018	5521489	<u>Registered</u>
OVATION FERTILITY (and design)	6/5/2018	5485363	<u>Registered</u>
OVATION FERTILITY	6/5/2018	5485362	<u>Registered</u>
OVATION FERTILITY (and design)	2/21/2017	5146286	<u>Registered</u>
OVATION FERTILITY	10/4/2016	5055981	<u>Registered</u>
SAN ANTONIO IVF	1/3/2017	5116269	<u>Registered</u>
AUSTIN IVF	12/3/2013	4445401	<u>Registered</u>
CREATING FAMILIES	5/3/2011	3953048	<u>Registered</u>
CENTER FOR SURROGATE PARENTING	9/28/2010	3852117	<u>Registered</u>
CSP	3/17/1998	2144184	<u>Registered</u>

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Status</u>
ORGANIC IVF	8/23/2016	87147527	<u>Pending – intent-to- use</u>
GAP YEAR FERTILITY TESTING	8/11/2016	87135684	<u>Pending – intent-to- use</u>
GYFT	8/11/2016	87135653	<u>Pending – intent-to- use</u>
A QUICKER PATH TO PREGNANCY	11/6/2017	87672953	<u>Pending – intent-to- use</u>

SURROGACY WORKS	5/20/2018	87928803	<u>Pending – intent-to-</u> <u>use</u>
-----------------	-----------	----------	---