

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IntegraMed America, Inc.		08/08/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	1185 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2389563	ARTWORKS
Registration Number:	2951420	EVERY CONCEIVABLE CHANCE
Registration Number:	2928748	EVERY CONCEIVABLE CHANCE FOR SUCCESS
Registration Number:	2665787	THE FERTILITY COMPANY
Registration Number:	2677230	FERTILITYDIRECT
Registration Number:	2545494	INTEGRAMED AMERICA
Registration Number:	1792019	
Registration Number:	2164846	REPRODUCTIVE SCIENCE CENTER
Registration Number:	3167915	INTEGRAMED
Registration Number:	3219516	
Serial Number:	78851165	SHARED RISK REFUND
Serial Number:	77020697	
Registration Number:	2956956	REPRODUCTIVE SCIENCE CENTER
Registration Number:	3026723	SHARED RISK

**CH \$365.00 2389563**

CORRESPONDENCE DATA

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 059071
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	08/20/2007

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2007, made by INTEGRAMED AMERICA, INC., a Delaware corporation (the "Pledgor"), in favor of BANK OF AMERICA, N.A. (the "Secured Party").

### WITNESSETH:

WHEREAS, the Pledgor is a party to an Amended and Restated Continuing General Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by the Pledgor in favor of the Secured Party.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Second Amended and Restated Loan Agreement dated as of even date herewith (the "Loan Agreement"), made by and between the Pledgor and the Secured Party, the Pledgor hereby agrees with the Secured Party as follows:

#### SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

(b) As used in this Agreement, the following terms have the following meanings:

"Agreement" shall mean this Trademark Security Agreement, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified.

"Goodwill" shall mean, collectively, the goodwill connected with the Pledgor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or any Intellectual Property License with respect to any Trademark in which such Pledgor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Pledgor's business.

"Intellectual Property Licenses" shall mean, collectively, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark or any other trademark, whether the Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark.

"Loan Agreement" shall have the meaning set forth in the recitals hereto.

“Security Agreement” shall have the meaning set forth in the recitals hereto.

“Trademarks” shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the due and punctual payment and performance of any and all of the present and future Secured Obligations, the Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of the Pledgor’s right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the “Pledged Trademark Collateral”):

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Secured Party shall execute, acknowledge and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

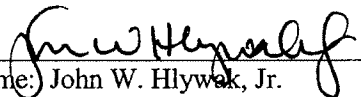
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS EXCEPT AS SET FORTH IN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

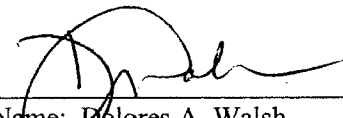
PLEDGOR:

INTEGRAMED AMERICA, INC.

By:   
Name: John W. Hlywak, Jr.  
Title: Executive Vice President and CFO

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Secured Party

By:   
Name: Dolores A. Walsh  
Title: Senior Vice President

[Signature Page to IntegraMed America, Inc. Trademark Security Agreement]

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

**Registrations:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
IntegraMed America, Inc.	2389563	ARTWORKS
IntegraMed America, Inc.	2951420	EVERY CONCEIVABLE CHANCE
IntegraMed America, Inc.	2928748	EVERY CONCEIVABLE CHANCE FOR SUCCESS
IntegraMed America, Inc.	2665787	THE FERTILITY COMPANY
IntegraMed America, Inc.	2677230	FERTILITYDIRECT
IntegraMed America, Inc.	2545494	INTEGRAMED AMERICA
IntegraMed America, Inc.	1792019	(LOGO)
IntegraMed America, Inc.	1956956	REPRODUCTIVE SCIENCE CENTER
IntegraMed America, Inc.	2164846	REPRODUCTIVE SCIENCE CENTER
IntegraMed America, Inc.	3026723	SHARED RISK
IntegraMed America, Inc.	3167915	INTEGRAMED
IntegraMed America, Inc.	3219516	(FOUR COLOR LOGO)

**Applications:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
IntegraMed America, Inc.	78/851165	SHARED RISK REFUND
IntegraMed America, Inc.	77/020697	(RSC TREE DESIGN)

**OTHER TRADEMARKS:**

**Registrations:**

None.

**Applications:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
IntegraMed America, Inc.	1325072	Canada	REPRODUCTIVE SCIENCE CENTER
IntegraMed America, Inc.	1325075	Canada	INTEGRAMED
IntegraMed America, Inc.	1325077	Canada	SHARED RISK

**SUPPLEMENT TO RECORDATION FORM COVER SHEET**

**Section 4 (A) and (B) - Application Numbers and Registration Numbers**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
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IntegraMed America, Inc.	3167915	INTEGRAMED
IntegraMed America, Inc.	3219516	(FOUR COLOR LOGO)

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IntegraMed America, Inc.	77/020697	(RSC TREE DESIGN)