

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integramed America, Inc.		05/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
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:	2545494	INTEGRAMED AMERICA	
Registration Number:	1792019		
Registration Number:	2956956	REPRODUCTIVE SCIENCE CENTER	
Registration Number:	2164846	REPRODUCTIVE SCIENCE CENTER	
Registration Number:	3026723	SHARED RISK	
Registration Number:	3167915	INTEGRAMED	
Registration Number:	3219516		
Registration Number:	3605385		
Registration Number:	3273780		
Registration Number:	3753664	ATTAIN	

CH \$440.00 2389563

900163018

TRADEMARK
REEL: 004212 FRAME: 0604

Serial Number:	77917550	ATTAIN FERTILITY
Serial Number:	77961980	ATTAIN IVF
Serial Number:	77898469	FERTILITY FOCUS

CORRESPONDENCE DATA

Fax Number: (212)545-3309

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212.592.1576

Email: rbroder@herrick.com

Correspondent Name: Robert S. Broder

Address Line 1: 2 Park Avenue

Address Line 2: Herrick, Feinstein LLP

Address Line 4: New York, NEW YORK 10016-9301

ATTORNEY DOCKET NUMBER:	06404-0135
NAME OF SUBMITTER:	Robert S. Broder
Signature:	/RSB/
Date:	05/25/2010

Total Attachments: 9

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2010, made by INTEGRAMED AMERICA, INC., a Delaware corporation having a place of business at Two Manhattanville Road, Purchase, New York 10577-2113 (the "Pledgor"), in favor of BANK OF AMERICA, N.A., a National Association, a national banking association, having a place of business at One Bryant Park, New York, New York 10036, as administrative agent (in such capacity, together with any successor administrative agent, the "Administrative Agent") for the Secured Parties (defined below).

WITNESSETH:

WHEREAS, the Pledgor has entered into that certain Third Amended and Restated Loan Agreement, dated as of even date herewith, made by and among the Pledgor, as the Borrower, the lenders party thereto from time to time (the "Lenders"), and Bank of America, N.A., as the Administrative Agent, the Swing Line Lender and the L/C Issuer (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which Loan Agreement amends and restates the Original Loan Agreement (as defined in the Loan Agreement) in its entirety;

WHEREAS, the Pledgor is a party to that certain Second Amended and Restated Continuing General Security Agreement dated as 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 Administrative Agent;

WHEREAS, in connection with the Original Loan Agreement, the Pledgor executed and delivered to Bank of America, N.A., in its individual capacity as lender under the Original Loan Agreement (the "Original Lender"), that certain Trademark Security Agreement, dated as of August 8, 2007 (as amended to but not including the date hereof, the "Original Trademark Security Agreement"); and

WHEREAS, pursuant to the Loan Agreement, the Administrative Agent and the Lenders have required that the Pledgor amend the Original Trademark Security Agreement and enter into this Agreement, and the Pledgor has agreed to amend the Original Trademark Security Agreement and enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Administrative Agent, the Lenders and the L/C Issuer to enter into the Loan Agreement and to induce the Lenders and the L/C Issuer to make their respective credit extensions thereunder, the Pledgor and the Administrative Agent hereby agree that the Original Trademark Security Agreement shall be amended and restated in its entirety as follows and hereby agree 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 Amended and Restated 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.

“L/C Issuer” shall mean the L/C Issuer (as defined in the Loan Agreement).

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

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

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

“Secured Parties” shall mean the Secured Parties (as defined in the Loan Agreement).

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

“Swing Line Lender” shall mean the Swing Line Lender (as defined in the Loan Agreement).

“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 Administrative Agent for the benefit of the Secured Parties 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) all 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 Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent 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.

SECTION 7. Acknowledgment and Reaffirmation; Effect of Amendment And Restatement.

(a) The Pledgor hereby acknowledges and confirms that pursuant to the Original Trademark Security Agreement it pledged and granted to the Original Lender a lien on and security interest in the "Pledged Trademark Collateral" (as defined in the Original Trademark Security Agreement) to secure the "Secured Obligations" (as defined in the Original Security Agreement), and hereby reaffirms its pledge and grant of a lien on and security interest in such Pledged Trademark Collateral to the Original Lender pursuant to and in accordance with the Original Trademark Security Agreement.

(b) The Pledgor, the Administrative Agent and the Original Lender agree that on the date hereof, without further action by any party hereto or the Original Lender, the Original Lender will be deemed to have assigned all of its rights, title and interests under the Original Trademark Security Agreement (including, without limitation, the lien and security interest granted to it thereunder) to the Administrative Agent for the benefit of the Secured Parties. The Pledgor acknowledges that the "Secured Obligations" referred to in the Original Trademark Security Agreement will continue under and be governed by the Loan Agreement and the other Loan Documents (as such term is defined in the Loan Agreement). Reference is hereby made to that certain filing made with the United States Patent and Trademark Office on August 20, 2007, Reel/Frame: 003604/0588, naming Bank of America, N.A. as the assignee (the "Original Filing") and to which a copy of the Original Trademark Security Agreement is attached. The parties hereto hereby acknowledge and agree that Bank of America, N.A., as the named assignee in the Original Filing, shall hereafter be deemed to be acting in its capacity as the Administrative Agent.

(c) This Agreement shall amend and restate and replace the Original Trademark Security Agreement; provided, however, that the execution and delivery of this Agreement shall not in any circumstance be deemed to have terminated, extinguished or discharged the grant of the security interest by, and the obligations and liabilities of, the Pledgor under the Original Trademark Security Agreement, all of which grant, obligations and liabilities shall continue under and be governed by this Agreement, except as expressly amended hereby and as provided pursuant to Section 7(b).

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PLEDGOR:

INTEGRAMED AMERICA, INC.

By: _____

Name: John W. Hlywak, Jr.

Title: Executive Vice President and CFO

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: Angelo M. Martorana

Title: Assistant Vice President

AS TO SECTION 7(b), AGREED TO BY:

BANK OF AMERICA, N.A.,
solely in its capacity as the Original Lender

By: _____

Name: Steven J. Melicharek

Title: Senior Vice President

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.


PLEDGOR:

INTEGRAMED AMERICA, INC.

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

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: Angelo M. Martorana
Title: Assistant Vice President

AS TO SECTION 7(b). AGREED TO BY:

BANK OF AMERICA, N.A.,
solely in its capacity as the Original Lender

By: _____
Name: Steven J. Melicharek
Title: Senior Vice President

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PLEDGOR:

INTEGRAMED AMERICA, INC.

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

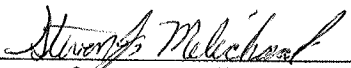
ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: Angelo M. Martorana
Title: Assistant Vice President

AS TO SECTION 7(b), AGREED TO BY:

BANK OF AMERICA, N.A.,
solely in its capacity as the Original Lender

By: 
Name: Steven J. Melicharek
Title: Senior Vice President

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

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
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.	2545494	INTEGRAMED AMERICA
IntegraMed America, Inc.	1792019	(LOGO)
IntegraMed America, Inc.	2956956	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)
IntegraMed America, Inc.	3605385	(LOGO)
IntegraMed America, Inc.	3273780	TREE LOGO
IntegraMed America, Inc.	3753664	ATTAIN

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
IntegraMed America, Inc.	77/917550	ATTAIN FERTILITY
IntegraMed America, Inc.	77/961980	ATTAIN IVF (LOGO)
IntegraMed America, Inc.	77/898469	FERTILITY FOCUS

Licenses: None.

OTHER TRADEMARKS:

Registrations: None.

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
IntegraMed America, Inc.	TMA 712,294	Canada	INTEGRAMED
IntegraMed America, Inc.	TMA 733,504	Canada	SHARED RISK

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
IntegraMed America, Inc.	1425989	Canada	ATTAIN

Licenses: None.