

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303293

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Integramed Management, LLC		04/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GCI Capital Markets LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>Internal Address:</b>	c/o Golub Capital Incorporated		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3255493		
<b>Registration Number:</b>	3048161	SIRM	
<b>Registration Number:</b>	3272083	SHER INSTITUTES FOR REPRODUCTIVE MEDICIN	
<b>Registration Number:</b>	3002978	OBRS	
<b>Registration Number:</b>	3123437	HAVEABABY.COM	
<b>Registration Number:</b>	4092126	EZ-IVF	
<b>Registration Number:</b>	3293791	"FROM INFERTILITY TO FAMILY"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	337968-61		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		

CH \$190.00 3255493

<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	05/01/2014
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2014, is between **INTEGRAMED MANAGEMENT, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

### RECITALS

**WHEREAS**, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, IntegraMed America, Inc., a Delaware corporation (the "Borrower"), has entered into that certain Credit Agreement dated as of September 20, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, Grantor and the other Loan Parties party thereto from time to time, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower, Grantor and the other Loan Parties by the Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of September 20, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Borrower, Grantor and the other Persons party thereto as "Grantors" thereunder, and Grantee, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the 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 of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

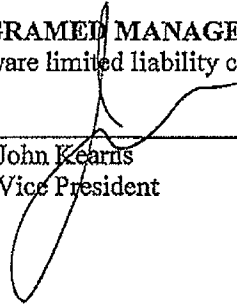
This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or electronic means (including .pdf format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**INTEGRATED MANAGEMENT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Kearns  
Title: Vice President

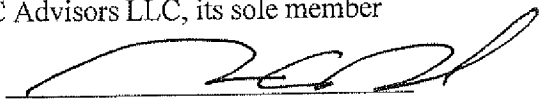


Acknowledged:

**GCI CAPITAL MARKETS LLC,**  
a Delaware limited liability company,  
as Administrative Agent

By: GC Advisors LLC, its sole member

By:


  
Name: Marc C. Robinson  
Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005272 FRAME: 0173**

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
	3,255,493	June 26, 2007
SIRM	3,048,161	January 24, 2006
SHER INSTITUTES FOR REPRODUCTIVE MEDICINE	3,272,083	July 31, 2007
OBRS	3,002,978	September 27, 2005
HAVEABABY.COM	3,123,437	August 1, 2006
EZ-IVF	4,092,126	January 24, 2012
"FROM INFERTILITY TO FAMILY"	3,293,791	September 18, 2007