

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inova Management Co., LLC		05/01/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	IntegraMed Management, LLC		
Street Address:	Two Manhattanville Road		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577-2113		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3255493		
Registration Number:	3048161	SIRM	
Registration Number:	3272083	SHER INSTITUTES FOR REPRODUCTIVE MEDICIN	
Registration Number:	3002978	OBRS	
Registration Number:	3123437	HAVEABABY.COM	
Registration Number:	4092126	EZ-IVF	
Registration Number:	3293791	"FROM INFERTILITY TO FAMILY"	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-372-2000		
Email:	jmikulina@mwe.com, umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	093019-0012		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		

CH \$190.00 3255493

DATE SIGNED:	05/09/2014
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Total Attachments: 4
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TRADEMARK ASSIGNMENT

May 1, 2014

WHEREAS, Inova Management Co., LLC, a Nevada limited liability company, ("Assignor"), owns certain trademarks listed on the attached Exhibit A (the "Trademarks");

WHEREAS, Assignor desires to sell, transfer, and assign all of its right, title, and interest in and to the Trademarks, together with all of the goodwill of the business associated with its rights in the Trademarks, to IntegraMed Management, LLC, a Delaware limited liability company ("Assignee");

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase and Contribution Agreement, dated January 31, 2014 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignee purchased, among other things, all of the right, title and interest in and to the Business Intellectual Property (as defined in the Purchase Agreement), including but not limited to the Trademarks and the goodwill associated therewith; and

WHEREAS, the parties wish to memorialize the assignment, transfer and sale of Assignor's interest in and to the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration as set forth in the Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks, in the United States and any foreign country, and all of the goodwill of the business associated with the Trademarks, together with that portion of Assignor's business to which the Trademarks pertain, and all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor agrees to undertake any such other acts, and shall execute, acknowledge and/or deliver any such other instruments, documents and other materials in order to consummate the transaction and perfect, protect and enforce the rights assigned to the Assignee described in this Trademark Assignment.

This agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day first written above.

ASSIGNORS:

Inova Management Co., LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

IntegraMed Management, LLC,
a Delaware limited liability company

By: _____
Name: William Hughson
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day first written above.

ASSIGNORS:

Inova Management Co., LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

IntegraMed Management, LLC,
a Delaware limited liability company

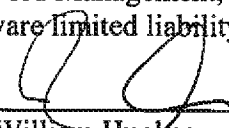

By:  _____
Name: William Hughson
Title: President

EXHIBIT A

Trademark	Application Number (Application Date)	Registration Number (Registration Date)
	78-846155 (March 25, 2006)	3,255,493 (June 26, 2007)
SIRM	76-623947 (December 10, 2004)	3,048,161 (January 24, 2006)
SHER INSTITUTES FOR REPRODUCTIVE MEDICINE	78-846157) (March 25, 2006)	3,272,083 (July 31, 2007)
OBRS	78-976334) (February 1, 2004)	3,002,978 (September 27, 2005)
HAVEABABY.COM	78-688240 (August 9, 2005)	3,123,437 (August 1, 2006)
EZ-IVF	85-183900 (November 23, 2010)	4,092,126 (January 24, 2012)
"FROM INFERTILITY TO FAMILY"	78-846156 March 25, 2006	3,293,791 (September 18, 2007)