

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRAMED MANAGEMENT, LLC		12/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Agent		
Street Address:	100 King Street West, 18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Bank: CANADA		
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:			
<i>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.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	111 West Monroe Street, 17th Floor		
Address Line 2:	111 West Monroe Street, 17th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Chapman and Cutler LLP		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	12/18/2015		

OP \$190.00 3255493

Total Attachments: 6

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This Trademark Collateral Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") dated as of December 17, 2015, among Bank of Montreal, as agent for the Subordinated Creditors referred to therein, Bank of Montreal, as agent for the Senior Creditors referred to therein, and IntegraMed America, Inc. and the Guarantors referred to therein, to the Senior Debt described in the Intercreditor Agreement, and each party hereto, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.

TRADEMARK COLLATERAL AGREEMENT
(re: Subordinated Credit Agreement)

This 17th day of December, 2015, INTEGRAMED MANAGEMENT, LLC, a Delaware limited liability company (the "*Debtor*") with its principal place of business and mailing address at Two Manhattanville Road, Purchase, New York 10577, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at 100 King Street West, 18th Floor, Toronto, Ontario M5X 1A1, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and permitted assigns (BMO acting as such administrative agent and any successor(s) or permitted assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of the Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by the Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement bearing even date herewith among the Debtor, the Administrative

Agent and the other parties thereto, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as the Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

The Debtor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

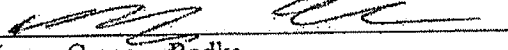
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement).

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York (including Sections 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

INTEGRAMED MANAGEMENT, LLC

By 
Name: Gregory Radke
Title: General Counsel, Secretary and Vice
President

Accepted and agreed to as of the date and year first above written.

BANK OF MONTREAL, as Administrative Agent

By _____
Name: Jeanette MacDonald
Title: Director, BMO Corporate Finance
Division

[Signature Page to Subordinated Debt Trademark Collateral Agreement (IntegraMed Management, LLC)]

TRADEMARK
REEL: 005692 FRAME: 0967

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

INTEGRAMED MANAGEMENT, LLC

By _____
Name: Gregory Radke
Title: General Counsel, Secretary and Vice
President

Accepted and agreed to as of the date and year first above written.

BANK OF MONTREAL, as Administrative Agent


By J. MacDonald
Name: Jeanette MacDonald
Title: Director, BMO Corporate Finance
Division

[Signature Page to Subordinated Debt Trademark Collateral Agreement (IntegraMed Management, LLC)]

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
	3255493	06/26/2007
SIRM	3048161	01/24/2006
SHER INSTITUTES FOR REPRODUCTIVE MEDICINE	3272083	07/31/2007
OBRS	3002978	09/27/2005
HAVEABABY.COM	3123437	08/01/2006
EZ-IVF	4092126	01/24/2012
"FROM INFERTILITY TO FAMILY"	3293791	09/18/2007