

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM366476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INTEGRATED AMERICA INC.		12/17/2015	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF MONTREAL, as Agent
<b>Street Address:</b>	100 King Street West, 18th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5X 1A1
<b>Entity Type:</b>	Bank: CANADA

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	4268067	ATTAIN
Registration Number:	4079634	REPRODUCTIVE SCIENCE CENTER
Registration Number:	4081082	ATTAIN FERTILITY
Registration Number:	3965331	PLAN FOR SUCCESS
Registration Number:	3969362	COMMITTED TO YOUR SUCCESS
Registration Number:	3864169	ATTAIN IVF
Registration Number:	3831853	ATTAIN FERTILITY
Registration Number:	3753664	ATTAIN
Registration Number:	3605385	
Registration Number:	3273780	
Registration Number:	3167915	INTEGRATED
Registration Number:	3026723	SHARED RISK
Registration Number:	2928748	EVERY CONCEIVABLE CHANCE FOR SUCCESS
Registration Number:	2956956	REPRODUCTIVE SCIENCE CENTER
Registration Number:	2665787	THE FERTILITY COMPANY
Registration Number:	2389563	ARTWORKS
Registration Number:	2164846	REPRODUCTIVE SCIENCE CENTER
Registration Number:	2545494	INTEGRATED AMERICA
Registration Number:	1792019	

OP \$565.00 4268067

Property Type	Number	Word Mark
Registration Number:	4458111	INTEGRATED FERTILITY
Serial Number:	86793377	IVF AMERICA
Serial Number:	86767475	IVF AMERICA

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**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

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

INTEGRATED AMERICA, INC.

- Individual(s)
- Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

- Execution Date(s) December 17, 2015
- Assignment
  - Security Agreement
  - Other Trademark Collateral Agreement
  - Merger
  - Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BANK OF MONTREAL, as Agent

Street Address: 100 King Street West, 18th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached hereto

See Schedule A attached hereto

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Chapman and Cutler

Internal Address: 111 West Monroe Street, 17th Floor

Street Address: 111 West Monroe Street, 17th Floor

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

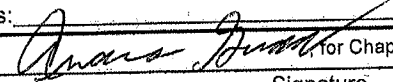
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Andrea Gniadek, Project Assistant

Name of Person Signing

December 17, 2015

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 17<sup>th</sup> day of December, 2015, INTEGRAMED AMERICA, INC., a Delaware corporation (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.

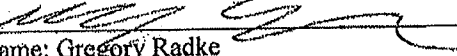
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully 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 AMERICA, INC.

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

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 (Borrower)]

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 AMERICA, INC.

By \_\_\_\_\_

Name: Gregory Radke  
Title: Vice President, General Counsel  
Secretary and Chief Compliance  
Officer

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

BANK OF MONTREAL, as Administrative Agent

By \_\_\_\_\_

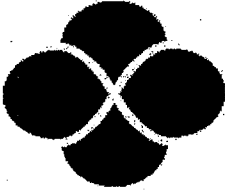

*J MacDonald*  
Name: Jeanette MacDonald  
Title: Director, BMO Corporate Finance  
Division

[Signature Page to Subordinated Debt Trademark Collateral Agreement (Borrower)]


SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS


FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
ATTAIN	4268067	01/01/2013
REPRODUCTIVE SCIENCE CENTER	4079634	01/03/2012
ATTAIN FERTILITY	4081082	01/03/2012
PLAN FOR SUCCESS	3965331	05/24/2011
COMMITTED TO YOUR SUCCESS	3969362	05/31/2011
<b>attain ivf</b>		
	3864169	10/19/2010
ATTAIN FERTILITY	3831853	08/10/2010
ATTAIN	3753664	03/02/2010
		
	3605385	04/14/2009
		
	3273780	08/07/2007
INTEGRAMED	3167915	11/07/2006
		12/13/2005
SHARED RISK	3026723	



EVERY CONCEIVABLE CHANCE FOR SUCCESS	2928748	03/01/2005
REPRODUCTIVE SCIENCE CENTER	2956956	05/31/2005
THE FERTILITY COMPANY	2665787	12/24/2002
ARTWORKS	2389563	09/26/2000
REPRODUCTIVE SCIENCE CENTER	2164846	06/09/1998
INTEGRAMED AMERICA	2545494	03/12/2002
	1792019	09/07/1993
INTEGRAMED FERTILITY	4458111	12/31/2013

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
	86793377	10/20/2015
IVF AMERICA (Image)	86767475	09/24/2015