

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372097

|   |   |                                  |                                     |
|---|---|----------------------------------|-------------------------------------|
| <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>                  |
| United Women's Health Services, LLC   |   | 01/29/2016                       | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                                  |                                     |
| <b>Name:</b>  | Kayne Credit Opportunities Fund (QP), LP, as Administrative Agent |                                  |                                     |
| <b>Street Address:</b>  | 655 Madison Ave, 18th Floor                                       |                                  |                                     |
| <b>City:</b>  | New York  |                                  |                                     |
| <b>State/Country:</b>   | NEW YORK  |                                  |                                     |
| <b>Postal Code:</b>   | 10065   |                                  |                                     |
| <b>Entity Type:</b>   | LIMITED PARTNERSHIP: DELAWARE                                     |                                  |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                                  |                                     |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>                 |                                     |
| <b>Registration Number:</b>   | 3052651   | SOLUTIONS FOR BETTER BREAST CARE |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |                                  |                                     |
| <b>Fax Number:</b>  | 3128637867  |                                  |                                     |
| <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> |   |                                  |                                     |
| <b>Phone:</b>   | 3128637267  |                                  |                                     |
| <b>Email:</b>   | jaclyn.digrande@goldbergkohn.com                                  |                                  |                                     |
| <b>Correspondent Name:</b>  | Jaclyn Di Grande - Paralegal                                      |                                  |                                     |
| <b>Address Line 1:</b>  | Goldberg Kohn Ltd.  |                                  |                                     |
| <b>Address Line 2:</b>  | 55 E Monroe St., Suite 3300                                       |                                  |                                     |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60603   |                                  |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 7317.001  |                                  |                                     |
| <b>NAME OF SUBMITTER:</b>   | Jaclyn Di Grande  |                                  |                                     |
| <b>SIGNATURE:</b>   | /jaclyn di grande/  |                                  |                                     |
| <b>DATE SIGNED:</b>   | 02/04/2016  |                                  |                                     |
| <b>Total Attachments: 3</b>   |   |                                  |                                     |
| source=UMS - Trademark Security Agreement#page1.tif   |   |                                  |                                     |
| source=UMS - Trademark Security Agreement#page2.tif   |   |                                  |                                     |
| source=UMS - Trademark Security Agreement#page3.tif   |   |                                  |                                     |

OP \$40.00 3052651

## ASSIGNMENT FOR SECURITY

### TRADEMARKS

WHEREAS, United Women's Health Services, LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated November 10, 2014 (the "Security Agreement"), in favor of Kayne Credit Opportunities Fund (QP), LP, in its capacity as Administrative Agent for certain lenders (the "Assignee");

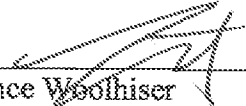
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 29 2016.

UNITED WOMEN'S HEALTH SERVICES, LLC

By:   
Name: Laurence Woolhiser  
Title: Chief Financial Officer

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

**Trademarks and Trademark Applications**

| Mark  | Owner                               | Country | Registration Number | Registration Date | Status     |
|---|-------------------------------------|---------|---------------------|-------------------|------------|
| SOLUTIONS FOR BETTER BREAST CARE [Stylized] | United Women's Health Services, LLC | US      | 3,052,651           | 1/31/2006         | Registered |