

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Women's Health USA, Inc.		08/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Collateral Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5159370	WOMEN'S HEALTH USA	
Registration Number:	5174707	WOMEN'S HEALTH USA	
Registration Number:	5210470	WHUSA	
Registration Number:	2278486	WOMEN'S HEALTH USA	
Registration Number:	2393905	WOMEN'S HEALTH USA	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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>			
Phone:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	08/09/2017		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 9, 2017, is made by **WOMEN'S HEALTH USA, INC.**, a Delaware corporation (the "Grantor") in favor of **THL CORPORATE FINANCE, INC.** (in its individual capacity, "THL") as collateral agent for the Secured Parties (as such term is defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

Reference is hereby made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the "Credit Agreement"), by and among Whusa Holding Corporation, a Delaware corporation ("Parent"), the Grantor, the other borrowers from time to time party thereto (together with the Grantor, collectively, the "Borrowers" and each, a "Borrower"), Parent's other Subsidiaries and Affiliated Professional Contractors (as such term is defined in the Credit Agreement) party thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), the Collateral Agent, THL, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and Webster Bank, National Association, as administrative agent for the Revolving Credit Lenders (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, the "Revolving Credit Agent", and together with the Administrative Agent and the Collateral Agent, collectively, the "Agents", and each, an "Agent"). The Grantor has pledged and granted to Collateral Agent a continuing security interest in all intellectual property, including the Trademarks (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Collateral Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Credit Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full in cash of all the Obligations, Collateral Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to Collateral Agent, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof,

and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (iv) the right to obtain all renewals thereof, and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Collateral Agent in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and Security Agreement (and all rights and remedies of Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the other Credit Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


6. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

WOMEN'S HEALTH USA, INC.

By: 
Name: Michael Mascetta
Title: CFO + Treasurer

COLLATERAL AGENT:

THL CORPORATE FINANCE, INC.,

as Collateral Agent for the benefit of the Secured Parties

By: 
Name: Sam W. Tillinghast
Title: Co-Chief Executive Officer

SCHEDULE A

Trademark Registrations and Applications

United States Trademarks

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
WOMEN'S HEALTH USA	5159370	03/14/2017	Women's Health USA, Inc.
WOMEN'S HEALTH USA	5174707	04/04/2017	Women's Health USA, Inc.
WHUSA	5210470	05/23/2017	Women's Health USA, Inc.
WOMEN'S HEALTH USA & Design	2278486	09/14/1999	Women's Health USA, Inc.
WOMEN'S HEALTH USA & Design	2393905	10/10/2000	Women's Health USA, Inc.

Pending Trademark Applications

None.