

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARYLAND PHYSICIANS EDGE LLC		05/01/2019	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	RCP ADVISORS 2, LLC		
Street Address:	5425 WISCONSIN AVE.		
Internal Address:	SUITE 700		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4842542	ADVANTIA	
Serial Number:	87914105	ADVANTIA HEALTH A WOMAN'S HEALTH HUB	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	038837.000016		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	05/10/2019		
Total Attachments: 11			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 1, 2019, to be effective as of April 29, 2019, by and between **RCP ADVISORS 2, LLC**, as investment manager and agent for Lender (as defined in the Credit Agreement) (“**Investment Manager**”), and **PACIFY HEALTH LLC, USA OBGYN MANAGEMENT, LLC, ADVANTIA TECHNOLOGY HOLDINGS LLC, ADVANTIA HOLDINGS OF THE MIDWEST, LLC, ADVANTIA HOLDINGS OF MARYLAND, LLC, MARYLAND PHYSICIANS EDGE LLC, ADVANTIA SURGICAL LLC DBA ADVANTIA HEALTH INDIAN CREEK ASC, ADVANTAGE ANESTHESIA OF MARYLAND, LLC, ADVANTIA HEALTH SPINE-SPORTS & PAIN CENTER OF MARYLAND, LLC, ADVANTIA OB-GYN SHADY GROVE LLC, SIMMONDS, MARTIN & HELMBRECHT, LLC, EMERGENCY OB/GYN SERVICES, LLC, WOMEN’S HEALTH SPECIALISTS OF MONTGOMERY COUNTY, LLC, ADVANTIA MENTAL WELLNESS LLC, COMPREHENSIVE WOMEN’S HEALTH MARSHALL, LLC, WOMEN’S HEALTH AND SURGERY CENTER, INC., FAIRFAX OB-GYN ASSOCIATES, INC., THE PHYSICIAN AND MIDWIFE COLLABORATIVE PRACTICE, INC., BRENDAN F. BURKE, M.D. LLC, SUSQUEHANNA OB-GYN, LLC, EMERGENCY OBGYN SERVICES OF FREDERICK, LLC, K&A MANAGEMENT, LLC** (each a “**Guarantor**” and jointly and severally and collectively “**Guarantors**”).

RECITALS

WHEREAS, in connection with that certain Credit Agreement dated as of January 26, 2018 as amended, modified, supplemented or otherwise modified from time to time (the “**Credit Agreement**”), by and among Advantia Health LLC (“**Borrower**”), Investment Manager and Lender, pursuant to which Lender has agreed to provide a certain credit facility to Borrower, and Guarantors have delivered that certain Unconditional Guaranty in connection therewith. As a condition of the loan, Lender required that Guarantors grant to Investment Manager, for the benefit of Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of that certain Security Agreement (as defined in the Credit Agreement), Guarantors have granted to Investment Manager a security interest in all of Guarantors’ rights, titles and interests, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

WHEREAS, Investment Manager and certain Guarantors previously entered into an Intellectual Property Security Agreement dated January 26, 2018 (the “**Original IPSA**”).

WHEREAS, Investment Manager and Guarantors wish to amend and restate the Original IPSA pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Guarantors hereby represent, warrant, covenants and agree to amend and restate the Original IPSA as follows:

AGREEMENT

To secure the Obligations, Guarantors grant and pledge to Investment Manager, as agent for the benefit of Investment Manager and Lender, a security interest in all of Guarantors' rights, titles and interests in, to and under their Intellectual Property (as defined in the Credit Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (the "**IP Collateral**"). Notwithstanding the foregoing, in no event shall the IP Collateral include any lease, license, contract, property rights or agreement to which Guarantors are a party or any of their rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights (or agreements governing such property rights) or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions of any relevant jurisdiction or any other applicable law), provided however that the IP Collateral shall include and such security interest shall attach, immediately at such time as such restriction causing such breach, termination or default shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above.

The security interest granted hereby is in conjunction with the security interest granted to Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Investment Manager or Lender of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Investment Manager and Lender, of any or all other rights, powers or remedies.

Guarantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which Guarantors have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than any that have been abandoned).

This Agreement shall amend, restate and supersede the Original IPSA in its entirety. The rights and obligations of the parties evidenced by the Original IPSA shall be evidenced by this Agreement and the grant of security interest in the IP Collateral by Guarantors under the Original IPSA shall continue under this Agreement and the other Loan Documents, and such security

interest and any other rights and obligations which by their express terms survive the termination of the Loan Documents shall not in any event be terminated, extinguished or annulled but shall hereafter be governed by this Agreement and the other Loan Documents. All references to the Original IPSA in any Loan Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Agreement and the provisions hereof as amended, restated, or otherwise modified from time to time.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PACIFY HEALTH LLC, as Guarantor

By: 

Name: Brent Westhoven

Title: President

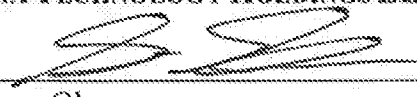
USA OBGYN-MANAGEMENT, LLC, as Guarantor

By: 

Name: Brent Westhoven

Title: President

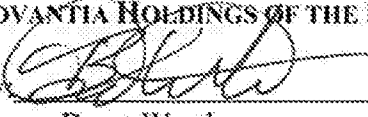
ADVANTIA TECHNOLOGY HOLDINGS LLC, as Guarantor

By: 

Name: Sean Glass

Title: President

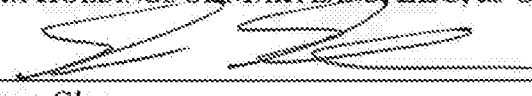
ADVANTIA HOLDINGS OF THE MIDWEST, LLC, as Guarantor

By: 

Name: Brent Westhoven

Title: President

ADVANTIA HOLDINGS OF MARYLAND, LLC, as Guarantor

By: 

Name: Sean Glass

Title: President

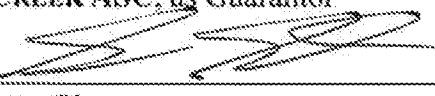
MARYLAND PHYSICIANS EDGE LLC, as Guarantor

By: 

Name: Brent Westhoven

Title: President

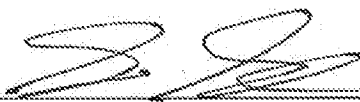
**ADVANTIA SURGICAL LLC DBA ADVANTIAHEALTH
INDIAN CREEK ASC, as Guarantor**

By: 

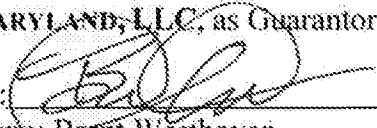
Name: Sean Glass

Title: President


ADVANTAGE ANESTHESIA OF MARYLAND, LLC, as Guarantor

By: 
Name: Sean Glass
Title: President

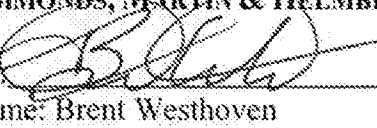
ADVANTIA HEALTH SPINE-SPORTS & PAIN CENTER OF MARYLAND, LLC, as Guarantor

By: 
Name: Brent Westhoven
Title: President

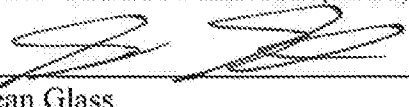
ADVANTIA OB/GYN SHADY GROVE LLC, as Guarantor

By: 
Name: Brent Westhoven
Title: President

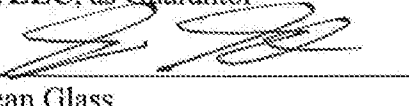
SIMMONDS, MARTIN & HELMBRECHT, LLC, as Guarantor

By: 
Name: Brent Westhoven
Title: President

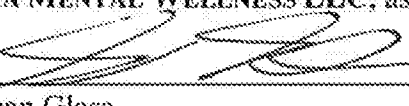
EMERGENCY OB/GYN SERVICES, LLC, as Guarantor

By: 
Name: Sean Glass
Title: President

WOMEN'S HEALTH SPECIALISTS OF MONTGOMERY COUNTY, LLC, as Guarantor

By: 
Name: Sean Glass
Title: President


ADVANTIA MENTAL WELLNESS LLC, as Guarantor

By: 
Name: Sean Glass
Title: President

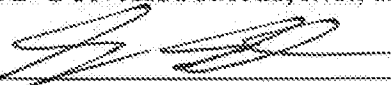
COMPREHENSIVE WOMEN'S HEALTH MARSHALL, LLC,
as Guarantor

By: 
Name: Sean Glass
Title: President

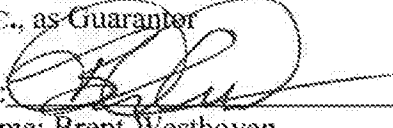
WOMEN'S HEALTH AND SURGERY CENTER, INC., as
Guarantor

By: 
Name: Brent Westhoven
Title: President

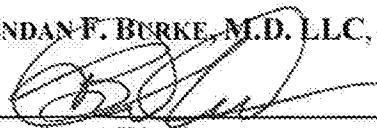
FAIRFAX OB-GYN ASSOCIATES, INC., as Guarantor

By: 
Name: Sean Glass
Title: President

**THE PHYSICIAN AND MIDWIFE COLLABORATIVE PRACTICE,
INC.,** as Guarantor

By: 
Name: Brent Westhoven
Title: President


BRENDAN F. BURKE, M.D. LLC, as Guarantor

By: 
Name: Brent Westhoven
Title: President

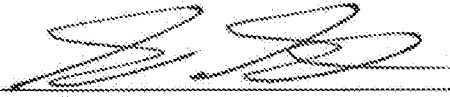
Susquehanna OB-GYN, LLC, as Guarantor

By: 
Name: Sean Glass
Title: President

Emergency-OBGYN Services of Frederick, LLC, as
Guarantor

By: 
Name: Brent Westhoven
Title: President


K&A Management, LLC, as Guarantor

By:  _____

Name: Sean Glass

Title: President

RCP ADVISORS 2, LLC. as Investment Manager

By: 

Name: *Chris Doherty*

Title: Managing Partner

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration Number	Application Number
Pacify: Helping New Parents	TXu002099952	

EXHIBIT B

Patents

Description	Application Number	Registration Number
None Identified		

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number	Notes on Ownership
ADVANTIA		4,842,542 (10/27/2015)	Owner: MARYLAND PHYSICIANS EDGE LLC
“Advantia Health a Woman’s Health Hub”	87914105		Owner: MARYLAND PHYSICIANS EDGE LLC, DBA ADVANTIA HEALTH
COMPREHENSIVE WOMEN’S HEALTH PRIMARY CARE FOR WOMEN (& design)		3,599,473 (03/31/2009)	Owner: COMPREHENSIVE WOMEN’S HEALTH CORPORATION
PACIFY Word Mark	86325885	4757513	Owner: PACIFY HEALTH LLC
HEARTLAND WOMEN’S HEALTHCARE	86756668	4963811	Owner: USA Obgyn Management, LLC