

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANTIA HEALTH LLC		11/15/2019	Limited Liability Company: DELAWARE
ADVANTIA HOLDINGS LLC		11/15/2019	Limited Liability Company: DELAWARE
ADVANTIA HOLDINGS OF MARYLAND LLC		11/15/2019	Limited Liability Company: MARYLAND
ADVANTIA OB-GYN SHADY GROVE LLC		11/15/2019	Limited Liability Company: MARYLAND
ADVANTIA HEALTH SPINE-SPORTS & PAIN CENTER OF MARYLAND, LLC		11/15/2019	Corporation: MARYLAND
SIMMONDS, MARTIN & HELMBRECHT, LLC		11/15/2019	Limited Liability Company: MARYLAND
THE PHYSICIAN AND MIDWIFE COLLABORATIVE PRACTICE, INC.		11/15/2019	Corporation: VIRGINIA
MARYLAND PHYSICIANS EDGE LLC		11/15/2019	Limited Liability Company: MARYLAND
BRENDAN F. BURKE, M.D., LLC		11/15/2019	Limited Liability Company: MARYLAND
WOMEN'S HEALTH AND SURGERY CENTER, INC.		11/15/2019	Corporation: VIRGINIA
USA OBGYN MANAGEMENT, LLC		11/15/2019	Limited Liability Company: DELAWARE
ADVANTIA SURGICAL LLC		11/15/2019	Limited Liability Company: DELAWARE
COMPREHENSIVE WOMEN'S HEALTH MARSHALL, LLC		11/15/2019	Limited Liability Company: MARYLAND
FAIRFAX OB-GYN ASSOCIATES, INC.		11/15/2019	Corporation: VIRGINIA
EMERGENCY OBGYN SERVICES OF FREDERICK, LLC		11/15/2019	Limited Liability Company: MARYLAND
ADVANTIA MENTAL WELLNESS LLC		11/15/2019	Limited Liability Company: MARYLAND
ADVANTAGE ANESTHESIA OF MARYLAND, LLC		11/15/2019	Corporation: MARYLAND
TRADEMARK			

OP \$140.00 4842542

Name	Formerly	Execution Date	Entity Type
EMERGENCY OB/GYN SERVICES, LLC		11/15/2019	Corporation: MARYLAND
WOMEN'S HEALTH SPECIALISTS OF MONTGOMERY COUNTY, LLC		11/15/2019	Limited Liability Company: MARYLAND
SUSQUEHANNA OB-GYN, LLC		11/15/2019	Limited Liability Company: MARYLAND
K&A MANAGEMENT, LLC		11/15/2019	Limited Liability Company: VIRGINIA
ADVANTIA TECHNOLOGY HOLDINGS LLC		11/15/2019	Limited Liability Company: DELAWARE
ALPHA FERTILITY MANAGEMENT LLC		11/15/2019	Limited Liability Company: DELAWARE
ADVANTIA HOLDINGS OF THE MIDWEST, LLC		11/15/2019	Limited Liability Company: DELAWARE
PACIFY HEALTH LLC		11/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	AHP CAPITAL SOLUTIONS, L.P.
Street Address:	280 Park Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4842542	ADVANTIA
Registration Number:	3599473	COMPREHENSIVE WOMEN'S HEALTH PRIMARY CAR
Registration Number:	5701325	ADVANTIA HEALTH A WOMAN'S HEALTH HUB
Registration Number:	4757513	PACIFY
Registration Number:	4963811	HEARTLAND WOMEN'S HEALTHCARE

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.

Phone: 4158441941

Email: ple@mcguirewoods.com

Correspondent Name: Pauline Le

Address Line 1: Two Embarcadero Center, Suite 1300

Address Line 4: San Francisco, CALIFORNIA 94111

TRADEMARK

REEL: 006797 FRAME: 0557

NAME OF SUBMITTER:	Pauline Le
SIGNATURE:	/Pauline Le/
DATE SIGNED:	11/15/2019
Total Attachments: 15 source=Advantia Trademark Packet#page1.tif source=Advantia Trademark Packet#page2.tif source=Advantia Trademark Packet#page3.tif source=Advantia Trademark Packet#page4.tif source=Advantia Trademark Packet#page5.tif source=Advantia Trademark Packet#page6.tif source=Advantia Trademark Packet#page7.tif source=Advantia Trademark Packet#page8.tif source=Advantia Trademark Packet#page9.tif source=Advantia Trademark Packet#page10.tif source=Advantia Trademark Packet#page11.tif source=Advantia Trademark Packet#page12.tif source=Advantia Trademark Packet#page13.tif source=Advantia Trademark Packet#page14.tif source=Advantia Trademark Packet#page15.tif	

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):

See Schedule A attached hereto.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 15, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AHP CAPITAL SOLUTIONS, L.P.

Street Address: 280 Park Avenue, 12th Floor

City: New York

State: New York

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

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 B attached hereto.

See Schedule B 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):

See Schedule B attached hereto.

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

Name: Pauline Le

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: (415) 844-1941

Docket Number: _____

Email Address: ple@mcguirewoods.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

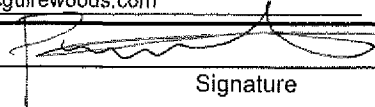
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



11/15/2019

Signature

Date

Pauline Le

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

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

SCHEDULE A

Conveying Parties	Citizenship	Type of Entity
Advantia Holdings LLC	Delaware	Limited Liability Company
Advantia Health LLC	Delaware	Limited Liability Company
Advantia Holdings of Maryland, LLC	Maryland	Limited Liability Company
Maryland Physicians Edge LLC	Maryland	Limited Liability Company
Advantia Surgical LLC	Delaware	Limited Liability Company
Advantage Anesthesia of Maryland, LLC	Maryland	Limited Liability Company
Advantia Health Spine-Sports & Pain Center of Maryland, LLC	Maryland	Limited Liability Company
Advantia OB-GYN Shady Grove LLC	Maryland	Limited Liability Company
Simmonds, Martin & Helmbrecht, LLC	Maryland	Limited Liability Company
Emergency OB/GYN Services, LLC	Maryland	Limited Liability Company
Women's Health Specialists of Montgomery County, LLC	Maryland	Limited Liability Company
Advantia Mental Wellness LLC	Maryland	Limited Liability Company
Comprehensive Women's Health Marshall, LLC	Maryland	Limited Liability Company
Women's Health and Surgery Center, Inc.	Virginia	Corporation
Fairfax OB-GYN Associates, Inc.	Virginia	Corporation
The Physician and Midwife Collaborative Practice, Inc.	Virginia	Corporation
Brendan F. Burke, M.D., LLC	Maryland	Limited Liability Company
Emergency OBGYN Services of Frederick, LLC	Maryland	Limited Liability Company
K&A Management, LLC	Virginia	Limited Liability Company
Susquehanna OB-GYN, LLC	Maryland	Limited Liability Company
Advantia Holdings of the Midwest, LLC	Delaware	Limited Liability Company
USA Obgyn Management, LLC	Delaware	Limited Liability Company
Advantia Technology Holdings LLC	Delaware	Limited Liability Company

Pacify Health LLC	Delaware	Limited Liability Company
Alpha Fertility Management LLC	Delaware	Limited Liability Company

SCHEDULE B

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Maryland Physicians Edge LLC	ADVANTIA	USA	4,842,542	10/27/2015
Comprehensive Women's Health Marshall, LLC	COMPREHENSIVE WOMEN'S HEALTH PRIMARY CARE FOR WOMEN	USA	3,599,473	03/31/2009
Maryland Physicians Edge, LLC	ADVANTIA HEALTH A WOMAN'S HEALTH HUB	USA	5,701,325	03/19/2019
Pacify Health LLC	PACIFY	USA	4,757,513	06/16/2014
USA Obgyn Management, LLC	HEARTLAND WOMEN'S HEALTHCARE	USA	4,963,811	05/24/2016

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of November 15, 2019, by and between AHP CAPITAL SOLUTIONS, L.P., as investment manager and agent for Lender (as defined in the Credit Agreement) (“*Investment Manager*”), and ADVANTIA HOLDINGS OF MARYLAND, LLC, MARYLAND PHYSICIANS EDGE LLC, ADVANTIA SURGICAL LLC DBA ADVANTIAHEALTH 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, ADVANTIA HOLDINGS OF THE MIDWEST, LLC, ADVANTIA TECHNOLOGY HOLDINGS LLC, BRENDAN F. BURKE, M.D., LLC, EMERGENCY OBGYN SERVICES OF FREDERICK, LLC, FAIRFAX OB-GYN ASSOCIATES, INC., K&A MANAGEMENT, LLC, PACIFY HEALTH LLC, SUSQUEHANNA OB-GYN, LLC, THE PHYSICIAN AND MIDWIFE COLLABORATIVE PRACTICE, INC., USA OBGYN MANAGEMENT, LLC, WOMEN’S HEALTH AND SURGERY CENTER, INC. and ALPHA FERTILITY MANAGEMENT LLC (each a “*Guarantor*” and jointly and severally and collectively “*Guarantors*”).

RECITALS

WHEREAS, in connection with that certain Credit Agreement of even date herewith 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).

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 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 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.

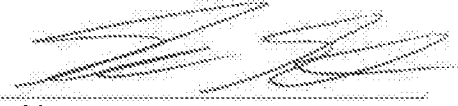
The security interest granted hereby is in conjunction with the security interest granted to Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security 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 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 and each of the other Loan Documents shall be governed by, and interpreted and construed in accordance with, the internal laws of the State of New York (without regard to its conflict of law principles).


[Signature Page to Follow]

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

ADVANTIA HEALTH LLC

By: 
Name: Sean Glass
Title: Vice President and Secretary

ADVANTIA HOLDINGS LLC

By: 
Name: Sean Glass
Title: Chief Executive Officer

**ADVANTIA HOLDINGS OF MARYLAND LLC;
ADVANTIA OB-GYN SHADY GROVE LLC;
ADVANTIA HEALTH SPINE-SPORTS & PAIN
CENTER OF MARYLAND LLC;
SIMMONDS, MARTIN & HELMBRECHT, LLC;
THE PHYSICIAN AND MIDWIFE
COLLABORATIVE PRACTICE, INC.**

By: _____
Name: Brent Westhoven
Title: President

**MARYLAND PHYSICIANS EDGE LLC;
BRENDAN F. BURKE, M.D., LLC;
WOMEN'S HEALTH AND SURGERY CENTER,
INC.;
USA OBGYN MANAGEMENT, LLC**

By: _____
Name: Nathan Barbour
Title: President

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


ADVANTIA HEALTH LLC

By: _____
Name: Sean Glass
Title: Vice President and Secretary

ADVANTIA HOLDINGS LLC

By: _____
Name: Sean Glass
Title: Chief Executive Officer

**ADVANTIA HOLDINGS OF MARYLAND LLC;
ADVANTIA OB-GYN SHADY GROVE LLC;
ADVANTIA HEALTH SPINE-SPORTS & PAIN
CENTER OF MARYLAND LLC;
SIMMONDS, MARTIN & HELMBRECHT, LLC;
THE PHYSICIAN AND MIDWIFE
COLLABORATIVE PRACTICE, INC.**

By:  _____
Name: Brent Westhoven
Title: President

**MARYLAND PHYSICIANS EDGE LLC;
BRENDAN F. BURKE, M.D., LLC;
WOMEN'S HEALTH AND SURGERY CENTER,
INC.;
USA OBGYN MANAGEMENT, LLC**

By: _____
Name: Nathan Barbour
Title: President

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

ADVANTIA HEALTH LLC

By: _____
Name: Sean Glass
Title: Vice President and Secretary

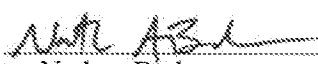
ADVANTIA HOLDINGS LLC

By: _____
Name: Sean Glass
Title: Chief Executive Officer

**ADVANTIA HOLDINGS OF MARYLAND LLC;
ADVANTIA OB-GYN SHADY GROVE LLC;
ADVANTIA HEALTH SPINE-SPORTS & PAIN
CENTER OF MARYLAND LLC;
SIMMONDS, MARTIN & HELMBRECHT, LLC;
THE PHYSICIAN AND MIDWIFE
COLLABORATIVE PRACTICE, INC.**

By: _____
Name: Brent Westhoven
Title: President

**MARYLAND PHYSICIANS EDGE LLC;
BRENDAN F. BURKE, M.D., LLC;
WOMEN'S HEALTH AND SURGERY CENTER,
INC.;
USA OBGYN MANAGEMENT, LLC**

By:  _____
Name: Nathan Barbour
Title: President

ADVANTIA SURGICAL LLC DBA
ADVANTIAHEALTH INDIAN CREEK ASC;
COMPREHENSIVE WOMEN'S HEALTH
MARSHALL, LLC;
FAIRFAX OB-GYN ASSOCIATES, INC.;
EMERGENCY OBGYN SERVICES OF
FREDERICK, LLC

By: 
Name: Lisa Shah
Title: President

ADVANTIA MENTAL WELLNESS LLC;
ADVANTAGE ANESTHESIA OF MARYLAND
LLC;
EMERGENCY OB/GYN SERVICES LLC;
WOMEN'S HEALTH SPECIALISTS OF
MONTGOMERY COUNTY LLC;
SUSQUEHANNA OB-GYN, LLC;
K&A MANAGEMENT, LLC;
ADVANTIA TECHNOLOGY HOLDINGS LLC;
ALPHA FERTILITY MANAGEMENT LLC

By: _____
Name: Sean Glass
Title: President

ADVANTIA HOLDINGS OF THE MIDWEST,
LLC;
PACIFY HEALTH LLC

By: _____
Name: Sean Glass
Title: Vice President and Secretary

ADVANTIA SURGICAL LLC DBA
ADVANTIAHEALTH INDIAN CREEK ASC;
COMPREHENSIVE WOMEN'S HEALTH
MARSHALL, LLC;
FAIRFAX OB-GYN ASSOCIATES, INC.;
EMERGENCY OBGYN SERVICES OF
FREDERICK, LLC

By: _____
Name: Lisa Shah
Title: President

ADVANTIA MENTAL WELLNESS LLC;
ADVANTAGE ANESTHESIA OF MARYLAND
LLC;
EMERGENCY OB/GYN SERVICES LLC;
WOMEN'S HEALTH SPECIALISTS OF
MONTGOMERY COUNTY LLC;
SUSQUEHANNA OB-GYN, LLC;
K&A MANAGEMENT, LLC;
ADVANTIA TECHNOLOGY HOLDINGS LLC;
ALPHA FERTILITY MANAGEMENT LLC

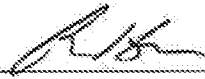
By: _____
Name: Sean Glass
Title: President

ADVANTIA HOLDINGS OF THE MIDWEST,
LLC;
PACIFY HEALTH LLC

By: _____
Name: Sean Glass
Title: Vice President and Secretary

AHP CAPITAL SOLUTIONS, L.P.,
as Investment Manager

By: AHP Capital Solutions GP, LLC, its general
partner

By: 
Name: Richard Horne
Title: Deputy General Counsel, Tax

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006797 FRAME: 0570

EXHIBIT A

Copyrights

<u>Guarantor</u>	<u>Copyright</u>	<u>Registration Number</u>
Pacify Health LLC	Pacify: Helping New Parents	TXu002099952

[Exhibit A to Intellectual Property Security Agreement]

EXHIBIT B

Patents

None.

[Exhibit B to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006797 FRAME: 0572

EXHIBIT C

Trademarks

<u>Guarantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Maryland Physicians Edge LLC	ADVANTIA	US	4,842,542	10/27/2015
Comprehensive Women's Health Marshall, LLC	COMPREHENSIVE WOMEN'S HEALTH PRIMARY CARE FOR WOMEN	US	3,599,473	03/31/2009
Maryland Physicians Edge, LLC	ADVANTIA HEALTH A WOMAN'S HEALTH HUB	US	5,701,325	03/19/2019
Pacify Health LLC	PACIFY	US	4,757,513	06/16/2014
USA Obgyn Management, LLC	HEARTLAND WOMEN'S HEALTHCARE	US	4,963,811	05/24/2016

[Exhibit C to Intellectual Property Security Agreement]

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RECORDED: 11/15/2019

**TRADEMARK
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