

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		07/30/2020	National Banking Association: CANADA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as the Successor Administrative Agent		
Street Address:	255 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87941598	TRELLIS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkclaw.com,jessica.backus@hkclaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	08/06/2020		
Total Attachments: 5			
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OP \$40.00 87941598

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL (this "Assignment") dated as of July 30, 2020, from BANK OF MONTREAL, as administrative agent for the Secured Parties (in such capacity, the "Retiring Agent"), to CORTLAND CAPITAL MARKET SERVICES LLC, as the successor administrative agent for the Secured Parties (together with its successors and assigns, the "Successor Agent").

W I T N E S S E T H

WHEREAS, pursuant to that certain Security Agreement, dated as of December 17, 2015, as amended by that certain Assumption and Supplement to Security Agreement dated June 18, 2018, among the Grantors party thereto in favor of the Retiring Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted certain interests to the Retiring Agent for the benefit of the Secured Parties;

WHEREAS, contemporaneously with the execution of the Security Agreement, Trellis Health LLC ("Grantor") entered into that certain Trademark Collateral Agreement, dated as of June 18, 2018, recorded with the United States Patent and Trademark Office (the "USPTO") on June 20, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which, to the extent provided in the Security Agreement, Grantor granted a security interest to the Retiring Agent, for the ratable benefit of the Secured Parties, in all of its right, title and interest in, to and under all the Trademarks, trademark registration, and trademark application listed on Schedule A hereto, together, in each case, with 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 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 Grantor 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 any 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 (collectively, the "Collateral");

WHEREAS, the Retiring Agent has assigned all of its rights, powers, and privileges as Administrative Agent under the Security Agreement and the Trademark Security Agreement to the Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Retiring Agent hereby acknowledges and agrees as follows:

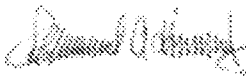
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment have the meanings provided or provided by reference in the Security Agreement.
2. Assignment of Security Interest. The Retiring Agent hereby assigns all of its rights, powers, and privileges under the Trademark Security Agreement, including those with respect to the Collateral, to the Successor Agent.
3. Further Assurances. The Retiring Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.
4. Recordation. The Retiring Agent authorizes and requests that the USPTO and any applicable government officer or relevant governmental authority record this Assignment.
5. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Security Agreement. In the event of any inconsistency between the terms hereof and the terms of the Security Agreement, the terms of the Security Agreement shall control.
7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above.

RETIRING AGENT:

BANK OF MONTREAL

By: 
Name: Robert A. Kiefer
Title: Senior Account Manager

Accepted and Agreed:

SUCCESSOR AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: J.K.
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007016 FRAME: 0605

SCHEDULE A

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
TRELIS	87941598	05/30/2018

TRADEMARK

REEL: 007016 FRAME: 0606

RECORDED: 08/06/2020

[Signature Page to Trademark Assignment]