

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590641

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Collateral		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal, Administrative Agent		07/30/2020	National Banking Association: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC, as the Successor Administrative Agent		
<b>Street Address:</b>	255 West Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4268067	ATTAIN	
<b>Registration Number:</b>	4079634	REPRODUCTIVE SCIENCE CENTER	
<b>Registration Number:</b>	4081082	ATTAIN FERTILITY	
<b>Registration Number:</b>	3965331	PLAN FOR SUCCESS	
<b>Registration Number:</b>	3969362	COMMITTED TO YOUR SUCCESS	
<b>Registration Number:</b>	3864169	ATTAIN IVF	
<b>Registration Number:</b>	3831853	ATTAIN FERTILITY	
<b>Registration Number:</b>	3753664	ATTAIN	
<b>Registration Number:</b>	3605385		
<b>Registration Number:</b>	3273780		
<b>Registration Number:</b>	3167915	INTEGRAMED	
<b>Registration Number:</b>	3026723	SHARED RISK	
<b>Registration Number:</b>	2928748	EVERY CONCEIVABLE CHANCE FOR SUCCESS	
<b>Registration Number:</b>	2956956	REPRODUCTIVE SCIENCE CENTER	
<b>Registration Number:</b>	2665787	THE FERTILITY COMPANY	
<b>Registration Number:</b>	2389563	ARTWORKS	
<b>Registration Number:</b>	2164846	REPRODUCTIVE SCIENCE CENTER	
<b>Registration Number:</b>	2545494	INTEGRAMED AMERICA	

OP \$565.00 4268067

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1792019	
Registration Number:	4458111	INTEGRAMED FERTILITY
Serial Number:	86793377	IVF AMERICA
Serial Number:	86767475	IVF AMERICA

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850

*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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,jessica.barkus@hklaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	08/06/2020

**Total Attachments: 6**

- source=IntegraMed - Assignment of Security Interest in Collateral (Trademarks) (IntegraMed Inc.)#page1.tif
- source=IntegraMed - Assignment of Security Interest in Collateral (Trademarks) (IntegraMed Inc.)#page2.tif
- source=IntegraMed - Assignment of Security Interest in Collateral (Trademarks) (IntegraMed Inc.)#page3.tif
- source=IntegraMed - Assignment of Security Interest in Collateral (Trademarks) (IntegraMed Inc.)#page4.tif
- source=IntegraMed - Assignment of Security Interest in Collateral (Trademarks) (IntegraMed Inc.)#page5.tif
- source=IntegraMed - Assignment of Security Interest in Collateral (Trademarks) (IntegraMed Inc.)#page6.tif

## 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, 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, IntegraMed America, Inc. ("Grantor") entered into that certain Trademark Collateral Agreement, dated as of December 17, 2015, recorded with the United States Patent and Trademark Office (the "USPTO") on December 18, 2015 (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:

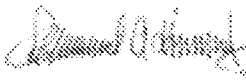
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment have the meanings provided or provided by reference in the Security Agreement.
2. Assignment of Security Interest. The Retiring Agent hereby assigns all of its rights, powers, and privileges 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

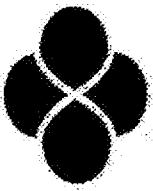

By: J.K.  
Name: Jon Kirschmeier  
Title: Associate Counsel


[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 007016 FRAME: 0696**


**SCHEDULE A**

**Federal Trademark Registrations**

MARKS	REG. NO.	GRANTED
ATTAIN	4268067	01/01/2013
REPRODUCTIVE SCIENCE CENTER	4079634	01/03/2012
ATTAIN FERTILITY	4081082	01/03/2012
PLAN FOR SUCCESS	3965331	05/24/2011
COMMITTED TO YOUR SUCCESS	3969382	05/31/2011
<b>attainzivf</b>		
ATTAIN FERTILITY	3864169	10/19/2010
ATTAIN	3831853	08/10/2010
	3753664	03/02/2010
	3605385	04/14/2009
	3273780	08/07/2007
INTEGRAMED	3167915	11/07/2006
SHARED RISK	3026723	12/13/2005

EVERY CONCEIVABLE CHANCE FOR SUCCESS	2928748	03/01/2005
REPRODUCTIVE SCIENCE CENTER	2956956	05/31/2005
THE FERTILITY COMPANY	2665787	12/24/2002
ARTWORKS	2389563	09/26/2000
REPRODUCTIVE SCIENCE CENTER	2166486	06/09/1998
INTEGRATED AMERICA	2545494	03/12/2002
	1792019	08/07/1995
INTEGRATED FERTILITY	4458111	12/31/2013

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
 IVF AMERICA (Image)	867993977 86767475	10/20/2015 09/24/2015

TRADEMARK

REEL: 007016 FRAME: 0698

RECORDED: 08/06/2020