

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590644

<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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3255493		
<b>Registration Number:</b>	3048161	SIRM	
<b>Registration Number:</b>	3272083	SHER INSTITUTE FOR REPRODUCTIVE MEDICINE	
<b>Registration Number:</b>	3002978	OBRS	
<b>Registration Number:</b>	3123437	HAVEABABY.COM	
<b>Registration Number:</b>	4092126	EZ-IVF	
<b>Registration Number:</b>	3293791	"FROM INFERTILITY TO FAMILY"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,jessica.backus@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		

OP \$190.00 3255493

<b>DATE SIGNED:</b>	08/06/2020
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**Total Attachments: 5**

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## 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 Management, LLC ("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:

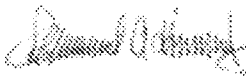
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment have the meanings provided or provided by reference in the Security Agreement.
2. Assignment of Security Interest. The Retiring Agent hereby assigns all of its rights, powers, and privileges 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: 0725**

**SCHEDULE A**  
**REGISTERED TRADEMARKS AND  
 TRADEMARK APPLICATIONS**  
**FEDERAL TRADEMARK REGISTRATIONS**

Mark	Reg No.	Granted
	3255493	06/26/2007
SIRM	3048161	01/24/2006
SHER INSTITUTES FOR REPRODUCTIVE MEDICINE	3272083	07/31/2007
OBRs	3002978	09/27/2005
HAVEABABY.COM	3123437	08/01/2006
EZ-IVF	4092126	01/24/2012
"FROM INFERTILITY TO FAMILY"	3293791	09/18/2007

[Signature Page to Trademark Assignment]