

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631937

| | | | |
|---|---|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Regional Womens Health Management, LLC | | 03/15/2021 | Limited Liability Company: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Golub Capital LLC | | |
| Street Address: | 100 S. Wacker Drive | | |
| Internal Address: | 18th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5584353 | AXIA WOMEN'S HEALTH | |
| Registration Number: | 5487628 | AXIA WOMEN'S HEALTH | |
| Registration Number: | 5775200 | WOMEN DESERVE MORE. | |
| Serial Number: | 88750018 | SINCERA REPRODUCTIVE MEDICINE | |
| Serial Number: | 88750017 | SINCERA REPRODUCTIVE MEDICINE | |
| Serial Number: | 88750015 | WHERE POSSIBILITIES TAKE FLIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <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: | 212-841-0406 | | |
| Email: | USTRademarkMail@ropesgray.com, melissa.karasavidis@ropesgray.com | | |
| Correspondent Name: | Melissa Karasavidis, Ropes & Gray LLP | | |
| Address Line 1: | 1211 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | AGW-261-001 | | |
| NAME OF SUBMITTER: | Melissa Karasavidis | | |

CH \$165.00 5584353

| | |
|---|-----------------------|
| SIGNATURE: | /Melissa Karasavidis/ |
| DATE SIGNED: | 03/15/2021 |
| Total Attachments: 6 source=Axia (Audax) - IPSA#page1.tif source=Axia (Audax) - IPSA#page2.tif source=Axia (Audax) - IPSA#page3.tif source=Axia (Audax) - IPSA#page4.tif source=Axia (Audax) - IPSA#page5.tif source=Axia (Audax) - IPSA#page6.tif | |

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2021, (the “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and, collectively, the “Grantors”), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 8, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers (other than in respect of each other Borrower’s Secured Obligations)) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the “Trademark Collateral”):

(a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S.

Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations to the extent no claims giving rise thereto have been asserted) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission

or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

REGIONAL WOMENS HEALTH
MANAGEMENT, LLC,
as Grantor

DocuSigned by:

By LeAnne Stewart

Name: LeAnne Stewart

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

REGIONAL WOMENS HEALTH
MANAGEMENT, LLC,
as Grantor

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name:
Title:


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007235 FRAME: 0321


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Trademark | App. No. and App. Date | Registration No. and Reg. Date | Status | Owner |
|---|------------------------|--------------------------------|------------|--|
|  | 87769992 01/25/2018 | 5584353 10/16/2018 | Registered | Regional Womens Health Management, LLC |
| AXIA WOMEN'S HEALTH | 87364602 03/09/2017 | 5487628 06/05/2018 | Registered | Regional Womens Health Management, LLC |
| WOMEN DESERVE MORE. | 88184503 11/07/2018 | 5775200 06/11/2019 | Registered | Regional Womens Health Management, LLC |

2. TRADEMARK APPLICATIONS

| Trademark | App. No. and App. Date | Registration No. and Reg. Date | Status | Owner |
|---|------------------------|--------------------------------|---------------------------------------|--|
|  | 88750018 01/07/2020 | | Pending SOU Accepted 02/19/2021 | Regional Womens Health Management, LLC |
| SINCERA REPRODUCTIVE MEDICINE | 88750017 01/07/2020 | | Pending SOU Accepted 02/19/2021 | Regional Womens Health Management, LLC |
| WHERE POSSIBILITIES TAKE FLIGHT | 88750015 01/07/2020 | | Pending SOU Accepted 02/19/2021 | Regional Womens Health Management, LLC |