

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655859

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Regional Womens Health Management, LLC		06/22/2021	Limited Liability Company: NEW JERSEY
Axia Indiana Management, Inc.		06/22/2021	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	BSP AGENCY, LLC, as Collateral Agent
Street Address:	9 West 57th Street, Suite 4920
Internal Address:	c/o Benefit Street Partners
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5584353	AXIA WOMEN'S HEALTH
Registration Number:	5487628	AXIA WOMEN'S HEALTH
Registration Number:	6337155	FIVE-MINUTE FERTILITY
Registration Number:	6310165	SINCERA REPRODUCTIVE MEDICINE
Registration Number:	6310164	SINCERA REPRODUCTIVE MEDICINE
Registration Number:	6310163	WHERE POSSIBILITIES TAKE FLIGHT
Registration Number:	5775200	WOMEN DESERVE MORE.
Registration Number:	4251798	OBSTETRICS & GYNECOLOGY OF INDIANA

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

OP \$215.00 5584353

Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1410876
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	06/24/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of June 22, 2021, is made by Regional Womens Health Management, LLC, a New Jersey limited liability company, and Axia Indiana Management, Inc., an Indiana corporation (each individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of BSP AGENCY, LLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of June 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); provided that Trademark Collateral shall not include and the Security Interest shall not attach to (a) any Excluded Assets as provided under the Security Agreement, or (b) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void such intent-to-use trademark or service mark application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

AXIA INDIANA MANAGEMENT, INC.

By: 
Name: Charles Choi
Title: President

**REGIONAL WOMENS HEALTH
MANAGEMENT, LLC**

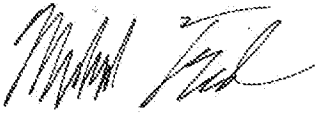
By: 
Name: Charles Choi
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

Accepted and Agreed:

BSP AGENCY, LLC, as Collateral Agent

By: Benefit Street Partners L.L.C., its Sole Member

By: 

Name: Michael Frick

Title: Authorized Signer

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

TRADEMARK
REEL: 007335 FRAME: 0466

SCHEDULE A

Mark	Jurisdiction	App. Serial No.	Filed	Registration No.	Registration Date	Status	Record Owner
Axia Women's Health logo	US	87769992	01/25/2018	5584353	10/16/2018	Registered	Regional Womens Health Management, LLC
Axia Women's Health	US	87364602	03/09/2017	5487628	06/05/2018	Registered	Regional Womens Health Management, LLC
Five-Minute Fertility	US	90237067	10/06/2020	6337155	4/27/2021	Registered	Regional Womens Health Management, LLC
Sincera Reproductive Medicine logo	US	88750018	01/07/2020	6310165	03/30/2021	Registered	Regional Womens Health Management, LLC
Sincera Reproductive Medicine	US	88750017	01/07/2020	6310164	03/30/2021	Registered	Regional Womens Health Management, LLC
Where Possibilities Take Flight	US	88750015	01/07/2020	6310163	03/30/2021	Registered	Regional Womens Health Management, LLC
Women Deserve More	US	88184503	11/07/2018	5775200	06/11/2019	Registered	Regional Womens Health Management, LLC
Obstetrics & Gynecology of Indiana	US	85509739	01/05/2012	4251798	11/27/2012	Registered	Axia Indiana Management, Inc.