

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658852

|                                  |                                                                                                                                                                                                 |                             |                               |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT                                                                                                                                                                                  |                             |                               |
| <b>NATURE OF CONVEYANCE:</b>     | SECOND LIEN TRADEMARK SECURITY AGREEMENT                                                                                                                                                        |                             |                               |
| <b>CONVEYING PARTY DATA</b>      |                                                                                                                                                                                                 |                             |                               |
| <b>Name</b>                      | <b>Formerly</b>                                                                                                                                                                                 | <b>Execution Date</b>       | <b>Entity Type</b>            |
| FERTILITY LAB SCIENCES, LP       |                                                                                                                                                                                                 | 07/08/2021                  | Limited Partnership: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |                                                                                                                                                                                                 |                             |                               |
| <b>Name:</b>                     | Barclays Bank PLC, as Collateral Agent                                                                                                                                                          |                             |                               |
| <b>Street Address:</b>           | 745 Seventh Avenue                                                                                                                                                                              |                             |                               |
| <b>City:</b>                     | New York                                                                                                                                                                                        |                             |                               |
| <b>State/Country:</b>            | NEW YORK                                                                                                                                                                                        |                             |                               |
| <b>Postal Code:</b>              | 10019                                                                                                                                                                                           |                             |                               |
| <b>Entity Type:</b>              | Public Limited Company: UNITED KINGDOM                                                                                                                                                          |                             |                               |
| <b>PROPERTY NUMBERS Total: 6</b> |                                                                                                                                                                                                 |                             |                               |
| <b>Property Type</b>             | <b>Number</b>                                                                                                                                                                                   | <b>Word Mark</b>            |                               |
| <b>Registration Number:</b>      | 6318752                                                                                                                                                                                         | CCRM                        |                               |
| <b>Registration Number:</b>      | 6318753                                                                                                                                                                                         | CCRM                        |                               |
| <b>Registration Number:</b>      | 6318757                                                                                                                                                                                         | CCRM                        |                               |
| <b>Registration Number:</b>      | 6318756                                                                                                                                                                                         | CCRM FERTILITY              |                               |
| <b>Registration Number:</b>      | 6318755                                                                                                                                                                                         | CCRM GENETICS               |                               |
| <b>Registration Number:</b>      | 6318754                                                                                                                                                                                         | THE FIRST NAME IN FERTILITY |                               |
| <b>CORRESPONDENCE DATA</b>       |                                                                                                                                                                                                 |                             |                               |
| <b>Fax Number:</b>               |                                                                                                                                                                                                 |                             |                               |
|                                  | <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>                    | 12123186532                                                                                                                                                                                     |                             |                               |
| <b>Email:</b>                    | alanagramer@paulhastings.com                                                                                                                                                                    |                             |                               |
| <b>Correspondent Name:</b>       | /s/ Alana Gramer                                                                                                                                                                                |                             |                               |
| <b>Address Line 1:</b>           | 200 Park Avenue                                                                                                                                                                                 |                             |                               |
| <b>Address Line 2:</b>           | Paul Hastings LLP                                                                                                                                                                               |                             |                               |
| <b>Address Line 4:</b>           | New York, NEW YORK 10166                                                                                                                                                                        |                             |                               |
| <b>NAME OF SUBMITTER:</b>        | Alana Gramer                                                                                                                                                                                    |                             |                               |
| <b>SIGNATURE:</b>                | /s/ Alana Gramer                                                                                                                                                                                |                             |                               |
| <b>DATE SIGNED:</b>              | 07/08/2021                                                                                                                                                                                      |                             |                               |

CH \$165.00 6318752

**Total Attachments: 5**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 8, 2021 (this “Agreement”), among FERTILITY LAB SCIENCES, LP, a Delaware limited partnership (each a “Grantor” and, collectively, the “Grantors”), and BARCLAYS BANK PLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UNIFIED PHYSICIAN MANAGEMENT INTERMEDIATE HOLDINGS, LP, a Delaware limited partnership (“Unified Holdings”), CRESTONE INTERMEDIATE HOLDINGS, LP, a Delaware limited partnership (“CCRM Holdings”, and together with Unified Holdings, “Holdings”), UNIFIED PHYSICIAN MANAGEMENT GP, LLC, a Delaware limited liability company (“Intermediate Holdings”), SUNSHINE FINANCE MERGER SUB, LLC, a Delaware limited liability company (the “Initial Borrower”), UNIFIED WOMEN’S HEALTHCARE, LP, a Delaware limited partnership (the “Unified Borrower”), GROW FINANCE MERGER SUB, LP, a Delaware limited partnership (the “Initial CCRM Borrower”), CCRM MANAGEMENT COMPANY, LP, a Delaware limited partnership (“CCRM” and upon the consummation of the CCRM Merger, the “CCRM Borrower”, and together with the Unified Borrower, the “Borrowers”), the Lenders party thereto and Barclays, as Administrative Agent and Collateral Agent, and (b) the Second Lien Collateral Agreement, dated as of December 18, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, Intermediate Holdings, the Initial Borrower, the Initial CCRM Borrower, the Borrowers, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby grants to the Collateral Agent, its successors and assigns, 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 all Trademarks and Trademark Licenses including, without limitation, the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

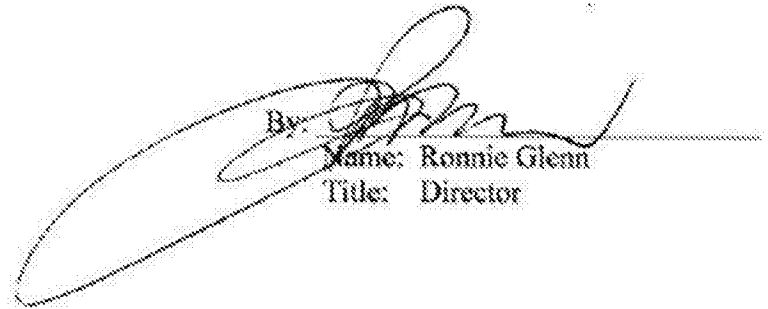
**FERTILITY LAB SCIENCES, LP,**  
as Grantor

DocuSigned by:  
*R.P. Dickerson*  
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By: \_\_\_\_\_

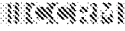

Name: R.P. Dickerson  
Title: Chief Financial Officer

BARCLAYS BANK PLC,  
as Collateral Agent

By:   
Name: Ronnie Glenn  
Title: Director

## Schedule I

### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

| Mark                                                                                      | Jurisdiction | Serial No./<br>Filing Date | Reg. No./<br>Reg. Date | Class/es | Status     | Current Owner of<br>Record                  |
|-------------------------------------------------------------------------------------------|--------------|----------------------------|------------------------|----------|------------|---------------------------------------------|
| CCRM<br> | U.S. Federal | 90026786<br>29-JUN-2020    | 6318752<br>13-APR-2021 |          | Registered | FERTILITY LAB<br>SCIENCES, LLC <sup>1</sup> |
| CCRM<br> | U.S. Federal | 90026834<br>29-JUN-2020    | 6318753<br>13-APR-2021 |          | Registered | FERTILITY LAB<br>SCIENCES, LLC <sup>2</sup> |
| CCRM                                                                                      | U.S. Federal | 90026928<br>29-JUN-2020    | 6318757<br>13-APR-2021 |          | Registered | FERTILITY LAB<br>SCIENCES, LLC <sup>3</sup> |
| CCRM<br>FERTILITY                                                                         | U.S. Federal | 90026908<br>29-JUN-2020    | 6318756<br>13-APR-2021 |          | Registered | FERTILITY LAB<br>SCIENCES, LLC <sup>4</sup> |
| CCRM<br>GENETICS                                                                          | U.S. Federal | 90026891<br>29-JUN-2020    | 6318755<br>13-APR-2021 |          | Registered | FERTILITY LAB<br>SCIENCES, LLC <sup>5</sup> |
| THE FIRST<br>NAME IN<br>FERTILITY                                                         | U.S. Federal | 90026856<br>29-JUN-2020    | 6318754<br>13-APR-2021 |          | Registered | FERTILITY LAB<br>SCIENCES, LLC <sup>6</sup> |

<sup>1</sup> Current record owner is Fertility Lab Sciences, LLC, and entity conversion to Fertility Lab Sciences, LP to occur prior to Closing. USPTO records will be updated accordingly.

<sup>2</sup> Current record owner is Fertility Lab Sciences, LLC, and entity conversion to Fertility Lab Sciences, LP to occur prior to Closing. USPTO records will be updated accordingly.

<sup>3</sup> Current record owner is Fertility Lab Sciences, LLC, and entity conversion to Fertility Lab Sciences, LP to occur prior to Closing. USPTO records will be updated accordingly.

<sup>4</sup> Current record owner is Fertility Lab Sciences, LLC, and entity conversion to Fertility Lab Sciences, LP to occur prior to Closing. USPTO records will be updated accordingly.

<sup>5</sup> Current record owner is Fertility Lab Sciences, LLC, and entity conversion to Fertility Lab Sciences, LP to occur prior to Closing. USPTO records will be updated accordingly.

<sup>6</sup> Current record owner is Fertility Lab Sciences, LLC, and entity conversion to Fertility Lab Sciences, LP to occur prior to Closing. USPTO records will be updated accordingly.