

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integramed America, Inc.		08/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fertility NewCo, LLC		
Street Address:	9600 Blackwell Road, Suite 500		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3026723	SHARED RISK	
CORRESPONDENCE DATA			
Fax Number:	2129537201		
<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:	212.415.9200		
Email:	ny.trademark@dorsey.com		
Correspondent Name:	Sarah M. Robertson		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	51 West 52nd Street		
Address Line 4:	New York, NEW YORK 10019-6119		
ATTORNEY DOCKET NUMBER:	515419-00001		
NAME OF SUBMITTER:	Sarah M. Robertson		
SIGNATURE:	/smr/		
DATE SIGNED:	08/19/2021		
Total Attachments: 6			
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ASSET PURCHASE AGREEMENT

by and among

INTEGRAMED AMERICA INC.

and

FERTILITY NEWCO, LLC

Dated August 31, 2020

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into on August 31, 2020, by and between Fertility NewCo, LLC, a Delaware limited liability company ("Buyer"), and Jeoffrey L. Burtch, solely in his capacity as Chapter 7 trustee on ("Trustee") behalf of IntegraMed America Inc. ("Seller"). Buyer and Seller are referred to collectively herein as the "Parties" and individually as a "Party." Capitalized terms used and not otherwise defined herein have the meanings set forth in Article 13 below.

PRELIMINARY STATEMENTS

WHEREAS, on May 20, 2020 (the "Petition Date"), IntegraMed Holding Corp. and various of its Affiliates (each, a "Debtor" and collectively, the "Debtors") each filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code, as amended (the "Bankruptcy Code"), commencing Chapter 7 cases (each, a "Bankruptcy Case" and, collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and the Bankruptcy Cases are being jointly administered under Case No. 20-11169 (LSS);

WHEREAS, shortly after the Petition Date, Seller was appointed as the Chapter 7 Trustee for the Estates of the Debtors, and he continues to serve in such capacity;

WHEREAS, on June 1, 2020, Seller filed a *Motion for Entry of (I) an Order (A) Approving Bidding Procedures in Connection with Sale of Substantially All of the Estates' Assets, (B) Scheduling an Auction and Hearing to Consider the Proposed Sale, and (C) Approving the Form and Manner of Notice Thereof; and (II) an Order (A) Approving the Sale, (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Certain Related Relief* (the "Sale Motion") [Docket No. 35];

WHEREAS, on June 8, 2020, the Bankruptcy Court entered the *Order Granting Trustee's Motion for Entry of an Order (A) Approving Bidding Procedures in Connection with Sale of Substantially All of the Estates' Assets, (B) Scheduling an Auction and Hearing to Consider the Proposed Sale, and (C) Approving the Form and Manner of Notice Thereof* (the "Bidding Procedures Order") [Docket No. 72] which, *inter alia*, approved the bid and auction procedures attached as Exhibit 1 thereto (the "Bidding Procedures");

WHEREAS, Buyer, is a Qualified Bidder (as defined in the Bidding Procedures);

WHEREAS, Buyer desires to purchase and assume and Seller desires to sell, convey, assign and transfer such assets and rights and such liabilities to Buyer in the manner and subject to the terms and conditions set forth herein and as authorized under, among other things, Sections 105 and 363 of the Bankruptcy Code;

WHEREAS, the Purchased Assets and Assumed Liabilities (each as defined below) do not relate to the operation of the medical practices that the Seller provides management and business services to other than the Related Practices;

WHEREAS, Seller's ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court; and

WHEREAS, the Seller has determined that it is advisable and in the Estates' best interests to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and has approved the same.

AGREEMENT

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, covenants and other valuable consideration herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

PURCHASE AND SALE

1.1 Purchase and Sale of Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Buyer, all right, title and interest in, to and under the Purchased Assets free and clear of any and all Liens or any other interest. "Purchased Assets" means the following assets:

(a) all of the assets set forth on Schedule 1.1 which are exclusively related to the operation of the Related Practices;

(b) all accounts receivable to Debtor attributable to services provided by each of the Related Practices listed on Schedule 12.2;

(c) to the extent not purchased pursuant to that certain Asset Purchase Agreement between Buyer and Seller dated May 11, 2020, the business processes, algorithms, software and know-how used by the Buyer in relation to the Attain Program (the "Attain Know-How") and the Attain Trademark such that Buyer shall have the capability to continue to offer the Attain Program to patients of the Related Practices, provided, however, the Attain Know-How shall not include any protected health information belonging to the Related Practices or any other medical practice that the Seller provides management and business services to;

(d) to the extent not purchased pursuant to that certain Asset Purchase Agreement between Buyer and Seller dated May 11, 2020, the Intellectual Property and Information Technology Assets listed on Schedule 12.3;

(e) all claims resulting from any confidentiality, restrictive covenant, non-compete, non-solicit and non-disclosure agreements entered by Debtor with third parties, independent contractors or current or former employees at the Seller's corporate headquarters and the Related Practices. For the avoidance of doubt, the Purchased Assets will not include any claims resulting from such agreements entered into by Debtor with any current or former employees or independent contractors that directly provided services at the medical practices managed or served by the Seller other than the Related Practices; and

(f) Seller's equity interest in each of Pharmaceutical Contracting Alliance, LLC and CAPEX MD, LLC.

ARTICLE 2

ASSETS AND LIABILITIES

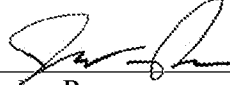
2.1 Excluded Assets. Other than the Purchased Assets, the parties expressly agree that Buyer is not purchasing or acquiring any other assets or properties of Debtor and all such other assets and properties shall be excluded from the Purchased Assets (collectively, the "Excluded Assets"). For clarity,

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IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

FERTILITY NEWCO, LLC

By: 
Name: Jay Rose
Title: Manager

SELLER:

Jeffrey L. Burtch, solely in his capacity as Chapter
7 trustee on behalf of IntegraMed America Inc.

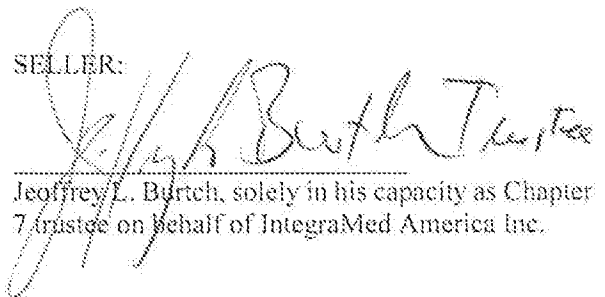
IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

FERTILITY NEWCO, LLC

By: /s/ Jay Rose
Name: Jay Rose
Title: Manager

SELLER:



Jeffrey L. Burch, solely in his capacity as Chapter
7 trustee on behalf of IntegraMed America Inc.

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TRADEMARK
REEL: 007398 FRAME: 0184

Schedule 12.3
Intellectual Property and Information Technology Assets

Intellectual Property Assets

All Intellectual Property of the Debtors, including (a) all Intellectual Property owned by the Debtors, (b) all third party Intellectual Property licensed or used by the Debtors, and (c) all rights and obligations under any agreements that pertain to, affect ownership of, grant license rights to, or otherwise grant or limit rights to use or transfer any Intellectual Property to which the Debtor and/or any of its Affiliates are a party.

For the purposes of this provision, "Intellectual Property" includes all intellectual property rights and all proprietary rights of any type in any jurisdiction throughout the world, whether registered or unregistered, whether published or not published, including the following and all rights, title and interests pertaining to or deriving from:

- (a) any and all patents and patent applications, including all reissuances, continuations, continuations-in-part, divisions, provisionals, non-provisionals, extensions, reexaminations, applications based on any inventions, all rights to claim priority to any such applications, and all certificates and patents issued from any of the foregoing;
- (b) all trademarks, service marks, logos, slogans, trade dress, trade names, business names, social media identifiers and user credentials, and all other identifiers of source, together with all translations, adaptations, derivations and combinations of the foregoing, all goodwill of the business associated with each of the foregoing, all common law rights thereto, and all applications, registrations and renewals in connection therewith and the rights to claim priority thereto;
- (c) all works of authorship, copyrightable subject matter, copyrights and database rights, together with all website content, source code, digital content, forms, manuals, reports, guidelines, documents, and marketing materials, all translations, derivative works, adaptations, compilations and combinations of the foregoing, and all applications and registrations in connection therewith;
- (d) any and all trade secrets, know-how, confidential or proprietary information, any information that derives economic value from not being generally known, inventions, ideas, discoveries, research, development, improvements, processes, methods, formulas, compositions, substances, models, materials, parameters, procedures, techniques, technologies, devices, systems, modules, tests, test results, diagnoses, analyses, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and technical, clinical, operational, financial and business information;
- (e) all design rights, economic rights, moral rights, publicity rights, privacy rights and shop rights;
- (f) all software, including (i) computer programs, applications, systems, code, data, databases, and information technology, including firmware, middleware, drivers, system monitoring software, algorithms, models, methodologies, program interfaces, source code, object code, html code, and executable code; (ii) Internet and intranet websites, domain names, databases and compilations, including data and collections of data, whether machine-readable or otherwise; (iii) development and design tools, utilities, and libraries; (iv) technology supporting websites, digital contents, user interfaces, and the contents and audiovisual displays of websites; (v) all versions, updates, corrections, enhancements, and modifications thereto; and (vi) media, documentation and other works of authorship, including forms, user manuals, developer notes, comments, support, maintenance and training materials, relating to or embodying any of the foregoing or on which any of the foregoing is recorded;

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