

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOMEN'S HEALTH USA, INC.		08/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5210470	WHUSA	
Registration Number:	5174707	WOMEN'S HEALTH USA	
Registration Number:	5159370	WOMEN'S HEALTH USA	
CORRESPONDENCE DATA			
Fax Number:	2122305199		
<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:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		
Correspondent Name:	Terrence G. Boyle		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	91825.00146		
NAME OF SUBMITTER:	Terrence G. Boyle		
SIGNATURE:	/s/ Terrence G. Boyle		
DATE SIGNED:	08/27/2021		
Total Attachments: 5			
source=Project Laurel - Second Lien Trademark Security Agreement			

CH \$90.00 5210470

(Executed)_ (79616297_1)(157519465_1)#page1.tif
source=Project Laurel - Second Lien Trademark Security Agreement
(Executed)_ (79616297_1)(157519465_1)#page2.tif
source=Project Laurel - Second Lien Trademark Security Agreement
(Executed)_ (79616297_1)(157519465_1)#page3.tif
source=Project Laurel - Second Lien Trademark Security Agreement
(Executed)_ (79616297_1)(157519465_1)#page4.tif
source=Project Laurel - Second Lien Trademark Security Agreement
(Executed)_ (79616297_1)(157519465_1)#page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 24 2021 (this "Agreement"), among WOMEN'S HEALTH USA, INC. (the "Grantor"), 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"), UNIFIED WOMEN'S HEALTHCARE, LP, a Delaware limited partnership (the "Unified Borrower"), CCRM MANAGEMENT COMPANY, LP, a Delaware limited partnership (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 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. The 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, the Grantor 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. The 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.

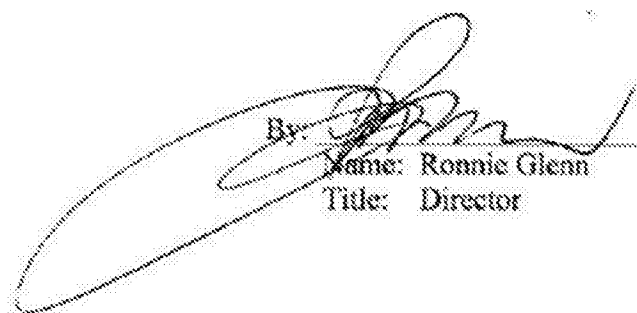
[Remainder of this page intentionally left blank]

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

WOMEN'S HEALTH USA, INC.
as Grantor

By: tom bongiorno
Name: Thomas Bongiorno
Title: Chief Financial Officer

BARCLAYS BANK PLC

By: 
Name: Ronnie Glenn
Title: Director

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
WHUSA	U.S.	86930663 07-MARCH-2016	5,210,470 23-MAY-2017	Registered	Women's Health USA, Inc.
WOMEN'S HEALTH USA	U.S.	86930664 07-MARCH-2016	5,174,707 04-APRIL-2017	Registered	Women's Health USA, Inc.
WOMEN'S HEALTH USA	U.S.	87047771 24-MAY-2016	5,159,370 14-MARCH-2017	Registered	Women's Health USA, Inc.