

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIFIED WOMEN'S HEALTHCARE, LLC		06/16/2022	Limited Liability Company: DELAWARE
FERTILITY LAB SCIENCES, LP		06/16/2022	Limited Partnership: DELAWARE
Unified Physician Management LLC		06/16/2022	Limited Liability Company: DELAWARE
Women's Health USA, Inc.		06/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	90315688	UWC OF GEORGIA	
Serial Number:	90315433	GENESIS OBGYN	
Serial Number:	87665899	CAPITAL WOMEN'S CARE	
Serial Number:	87665896	CAPITAL WOMEN'S CARE WORKING TOGETHER FO	
Serial Number:	90026786	CCRM	
Serial Number:	90026834	CCRM	
Serial Number:	90026928	CCRM	
Serial Number:	90026908	CCRM FERTILITY	
Serial Number:	90026891	CCRM GENETICS	
Serial Number:	88692790	U	
Serial Number:	88031077	FLORIDA WOMAN CARE FOLLOW OUR LEAD	
Serial Number:	90026856	THE FIRST NAME IN FERTILITY	
Serial Number:	88692738	U	
Serial Number:	88692458	UNIFIED	

OP \$840.00 90315688

Property Type	Number	Word Mark
Serial Number:	86701442	UNIFIED WOMEN'S HEALTHCARE PL
Serial Number:	86701436	UNIFIED PHYSICIAN MANAGEMENT
Serial Number:	86930664	WOMEN'S HEALTH USA
Serial Number:	87047771	WOMEN'S HEALTH USA
Serial Number:	97393225	FLORIDA WOMAN CARE
Serial Number:	97393221	FLORIDA WOMAN CARE
Serial Number:	97382348	UWH OF THE CAROLINAS
Serial Number:	97382358	UWH OF THE CAROLINAS
Serial Number:	97382353	UWH OF THE CAROLINAS
Serial Number:	90482554	HARMONY GENESIS OBGYN
Serial Number:	90482726	VALLEY OBGYN GENESIS OBGYN
Serial Number:	90482786	SIERRA VISTA GENESIS OBGYN
Serial Number:	90482859	NORTHWEST GENESIS OBGYN
Serial Number:	90482903	IRONWOOD GENESIS OBGYN
Serial Number:	90483095	CROSSROADS GENESIS OBGYN
Serial Number:	90379999	GENESIS OBGYN MAMMOGRAPHY
Serial Number:	90380234	GENEISIS OBGYN MATERNAL-FETAL MEDICINE
Serial Number:	90380298	GENESIS OBGYN UROGYNECOLOGY
Serial Number:	90380347	GENESIS OBGYN WOMEN'S DIAGNOSTIC CENTER

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: 17044933657

Email: mmcgill@kslaw.com

Correspondent Name: Maggie McGill

Address Line 1: 300 S. Tryon, Ste 2700

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.515253
NAME OF SUBMITTER:	Maggie McGill
SIGNATURE:	/Maggie McGill/
DATE SIGNED:	06/17/2022

Total Attachments: 10

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2022 (this “Agreement”), among UNIFIED WOMEN’S HEALTHCARE, LP (f.k.a. Unified Women's Healthcare, LLC and Unified Physician Management LLC, “UWH”), FERTILITY LAB SCIENCES, LP (f.k.a. Fertility Lab Sciences, LLC, “Fertility Lab Sciences”; together with UWH, the “Grantors”), and WILMINGTON TRUST, NATIONAL ASSOCIATION (“Wilmington”), as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement, dated as of the date hereof (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 (“CCRM” and the “CCRM Borrower”, and together with the Unified Borrower, the “Borrowers”), the Lenders party thereto and Wilmington, as Administrative Agent and Collateral Agent, and (b) the First Lien Collateral Agreement, dated as of the date hereof (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 and the Issuing Banks 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 the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued 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.

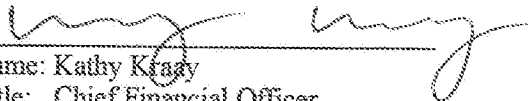
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

UNIFIED WOMEN'S HEALTHCARE, LLC, as
Grantor
UNIFIED PHYSICIAN MANAGEMENT LLC, as
Grantor
WOMEN'S HEALTH USA, INC., as Grantor

By:


Name: Kathy Keagy
Title: Chief Financial Officer

FERTILITY LAB SCIENCES, LP, as Grantor

By:

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

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

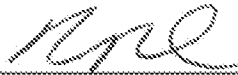
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNIFIED WOMEN'S HEALTHCARE, LLC, as
Grantor
UNIFIED PHYSICIAN MANAGEMENT LLC, as
Grantor
WOMEN'S HEALTH USA, INC., as Grantor

By: _____
Name: Kathy Kraay
Title: Chief Financial Officer


FERTILITY LAB SCIENCES, LP, as Grantor

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

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Annmarie Warren
Title: Assistant Vice President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

RECORDED: 06/17/2022

TRADEMARK
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