

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE FEMININA GROUP, INC.		11/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6159679	GENNEV	
Registration Number:	5302200	GENNEVE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515253		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/s/ Moira Sheehan		
DATE SIGNED:	11/29/2022		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2022 (this “Agreement”), among THE FEMININA GROUP, INC., a Delaware corporation (the “Grantor”), 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 June 16, 2022 (as amended by that certain First Amendment to First Lien Credit Agreement, dated as of October 18, 2022 and as further 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”), FEMININA HOLDINGS, INC., a Delaware corporation (“Feminina Holdings”, and together with Unified Holdings and CCRM 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”), THE FEMININA GROUP, INC., a Delaware corporation (the “Feminina Borrower”, and together with the Unified Borrower and CCRM 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 June 16, 2022 (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.

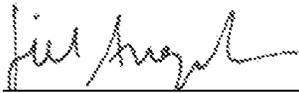
SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights 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.

THE FEMININA GROUP, INC., as Grantor

By:  _____

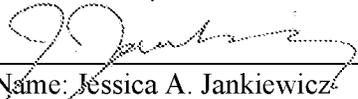
Name: Jill Angelo
Title: Chief Executive Officer, President and
Secretary

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 007925 FRAME: 0368

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jessica A. Jankiewicz
Title: Vice President

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
GENNEV	USA	88565136 02-AUG-2019	6,159,679 22-SEP-2020	Registered	The Feminina Group, Inc.
GENNEVE	USA	86861441 30-DEC-2015	5,302,200 03-OCT-2017	Registered	The Feminina Group, Inc.