

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regional Womens Health Management, LLC		09/19/2023	Limited Liability Company: NEW JERSEY
AXIA INDIANA MANAGEMENT, INC.		09/19/2023	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	PG WHCG Agent, LLC, as Collateral Agent		
Street Address:	1200 Entrepreneurial Drive		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5584353	AXIA WOMEN'S HEALTH	
Registration Number:	5487628	AXIA WOMEN'S HEALTH	
Registration Number:	6337155	FIVE-MINUTE FERTILITY	
Registration Number:	6310165	SINCERA REPRODUCTIVE MEDICINE	
Registration Number:	6310164	SINCERA REPRODUCTIVE MEDICINE	
Registration Number:	6310163	WHERE POSSIBILITIES TAKE FLIGHT	
Registration Number:	5775200	WOMEN DESERVE MORE.	
Registration Number:	4251798	OBSTETRICS & GYNECOLOGY OF INDIANA	
Registration Number:	3467949	THE INSTITUTE FOR FEMALE PELVIC MEDICINE	
Registration Number:	2749058	THE INSTITUTE FOR FEMALE PELVIC MEDICINE	
Registration Number:	2945341	THE INSTITUTE FOR FEMALE PELVIC MEDICINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		

OP \$290.00 5584353

Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 2123089 TM

NAME OF SUBMITTER: Joel Gomez

SIGNATURE: /Joel Gomez/

DATE SIGNED: 09/20/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of September 19, 2023, is made by REGIONAL WOMENS HEALTH MANAGEMENT, LLC, a New Jersey limited liability company and AXIA INDIANA MANAGEMENT, INC., an Indiana corporation (the “**Grantors**”), in favor of PG WHCG AGENT, LLC, as Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of September 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ right, title and interest in, to and under their registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that Trademark Collateral shall not include and the Security Interest shall not attach to (a) any Excluded Assets as provided under the Security Agreement, or (b) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void such intent-to-use trademark or service mark application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT, INCLUDING THE PARI PASSU INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT (INCLUDING THE PARI PASSU INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

REGIONAL WOMENS HEALTH MANAGEMENT, LLC

DocuSigned by:
By: Gaurav Dayal
Name: Gaurav Dayal
Title: President

By: _____
Name: Regina McGraw
Title: Secretary

AXIA INDIANA MANAGEMENT, INC.

DocuSigned by:
By: Gaurav Dayal
Name: Gaurav Dayal
Title: President

By: _____
Name: Regina McGraw
Title: Secretary

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

REGIONAL WOMENS HEALTH MANAGEMENT, LLC

By: _____

Name: Gaurov Dayal

Title: President

DocuSigned by:

By: Regina McGraw

Name: Regina McGraw

Title: Secretary

AXIA INDIANA MANAGEMENT, INC.

By: _____

Name: Gaurov Dayal

Title: President

DocuSigned by:

By: Regina McGraw

Name: Regina McGraw

Title: Secretary

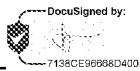
[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

TRADEMARK
REEL: 008203 FRAME: 0817

Accepted and Agreed:

PG WHCG AGENT, LLC, as Collateral Agent

By: Partners Group US Management II LLC, its Sole Manager.


By:  _____
Name: Janel Gruber-Stevens
Title: Authorized Signatory

By:  _____
Name: Hayley Elliott
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

TRADEMARK
REEL: 008203 FRAME: 0818

SCHEDULE A

Mark	App. Serial No.	Filed	Registration No.	Registration Date	Status	Record Owner
Axia Women's Health logo	87769992	01/25/2018	5584353	10/16/2018	Registered	Regional Womens Health Management, LLC
Axia Women's Health	87364602	03/09/2017	5487628	06/05/2018	Registered	Regional Womens Health Management, LLC
Five-Minute Fertility	90237067	10/06/2020	6337155	4/27/2021	Registered	Regional Womens Health Management, LLC
Sincera Reproductive Medicine logo	88750018	01/07/2020	6310165	03/30/2021	Registered	Regional Womens Health Management, LLC
Sincera Reproductive Medicine	88750017	01/07/2020	6310164	03/30/2021	Registered	Regional Womens Health Management, LLC
Where Possibilities Take Flight	88750015	01/07/2020	6310163	03/30/2021	Registered	Regional Womens Health Management, LLC
Women Deserve More	88184503	11/07/2018	5775200	06/11/2019	Registered	Regional Womens Health Management, LLC
Obstetrics & Gynecology of Indiana	85509739	01/05/2012	4251798	11/27/2012	Registered	Axia Indiana Management, Inc.
	78946053	08/07/2006	3467949	July 15, 2008	Registered	FPM Enterprises L.L.C.
THE INSTITUTE FOR FEMALE PELVIC MEDICINE & RECONSTRUCTIVE SURGERY	78198225	12/27/2002	2749058	August 5, 2003	Registered	FPM Enterprises L.L.C.
THE INSTITUTE FOR FEMALE PELVIC MEDICINE	76342544	11/27/2001	2945341	April 26, 2005	Registered	FPM Enterprises L.L.C.