

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AHP Capital Solutions, L.P.		12/29/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	USA Obgyn Management, LLC		
Street Address:	3230 VETERANS MEMORIAL DRIVE		
City:	MOUNT VERNON		
State/Country:	ILLINOIS		
Postal Code:	62864		
Entity Type:	Limited Liability Company: ILLINOIS		
Name:	Pacify Health LLC		
Street Address:	1726 CONNECTICUT AVE NW, #400		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20009		
Entity Type:	Limited Liability Company: D.C.		
Name:	Advantia Health LLC		
Street Address:	1001 19TH ST. NORTH, SUITE 1001		
City:	ARLINGTON		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	Limited Liability Company: VIRGINIA		
Name:	Comprehensive Woman's Health Marshall LLC		
Street Address:	10313 GEORGIA AVENUE, SUITE 307		
City:	SILVER SPRING		
State/Country:	MARYLAND		
Postal Code:	20902		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4842542	ADVANTIA	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5701325	ADVANTIA HEALTH A WOMAN'S HEALTH HUB
Registration Number:	4757513	PACIFY
Registration Number:	4963811	HEARTLAND WOMEN'S HEALTHCARE
Registration Number:	3599473	COMPREHENSIVE WOMEN'S HEALTH PRIMARY CAR

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: 2485668620

Email: trademark@honigman.com

Correspondent Name: Steven M. Forte

Address Line 1: 39400 Woodward Ave #101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	269591-527835
NAME OF SUBMITTER:	Steven M Forte
SIGNATURE:	/steven m forte/
DATE SIGNED:	01/03/2024

Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Release**”) is made and effective as of December 29, 2023 and granted by **ASSURED HEALTHCARE PARTNERS LLC**, a Delaware limited liability company with an address at 1633 Broadway, 25th Floor, New York, New York 10019, as successor agent (“**Successor Agent**”) to **AHP CAPITAL SOLUTIONS, L.P.**, a Delaware limited partnership with an address at 1633 Broadway, 25th Floor, New York, New York 10019 as investment manager and agent for Lender (as defined in the Credit Agreement) (“**Investment Manager**”) under the Credit Agreement (as defined below) in favor of **ADVANTIA HOLDINGS OF MARYLAND, LLC, MARYLAND PHYSICIANS EDGE LLC, ADVANTIA SURGICAL LLC DBA ADVANTIA HEALTH INDIAN CREEK ASC, ADVANTAGE ANESTHESIA OF MARYLAND, LLC, ADVANTIA HEALTH SPINE-SPORTS & PAIN CENTER OF MARYLAND, LLC, ADVANTIA OB-GYN SHADY GROVE LLC, SIMMONDS, MARTIN & HELMBRECHT, LLC, EMERGENCY OB/GYN SERVICES, LLC, WOMEN’S HEALTH SPECIALISTS OF MONTGOMERY COUNTY, LLC, ADVANTIA MENTAL WELLNESS LLC, COMPREHENSIVE WOMEN’S HEALTH MARSHALL, LLC, ADVANTIA HOLDINGS OF THE MIDWEST, LLC, ADVANTIA TECHNOLOGY HOLDINGS LLC, BRENDAN F. BURKE, M.D., LLC, EMERGENCY OBGYN SERVICES OF FREDERICK, LLC, FAIRFAX OB-GYN ASSOCIATES, INC., K&A MANAGEMENT, LLC, PACIFY HEALTH LLC, SUSQUEHANNA OB-GYN, LLC, THE PHYSICIAN AND MIDWIFE COLLABORATIVE PRACTICE, INC., USA OBGYN MANAGEMENT, LLC, WOMEN’S HEALTH AND SURGERY CENTER, INC. and ALPHA FERTILITY MANAGEMENT LLC** (collectively, the “**Guarantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated November 15, 2019, as amended, modified, supplemented or otherwise modified from time to time, by and among Advantia Health LLC, Investment Manager, and Lender, the Guarantors executed and delivered to the Investment Manager, for the benefit of the Lender, an Intellectual Property Security Agreement (“**IPSA**”) in certain copyrights, trademarks, and patents;

WHEREAS, the IPSA was recorded with the United States Patent and Trademark Office at Reel/Frame 6797/0556 on November 15, 2019, and with the United States Copyright Office at V9980D564 on November 18, 2019;

WHEREAS, pursuant to that certain Resignation and Appointment of Agent Agreement dated December 29, 2020, AHP CAPITAL SOLUTIONS, L.P. resigned as Investment Manager and appointed ASSURED HEALTHCARE PARTNERS LLC, a Delaware limited liability company, as Successor Agent; and

WHEREAS, the Guarantors have requested that the Successor Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Guarantors of any and all right, title and interest the Successor Agent and Lender may have in the IP Collateral pursuant to the IPSA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Agent hereby states as follows:

1. Release of Security Interest. Successor Agent, on behalf of itself and Lender, their successors, legal representatives and assigns, hereby terminates the IP SA and terminates, releases and discharges any and all security interests that it has pursuant to the Credit Agreement in any and all right, title and interest of the Guarantors, and reassigns to the Guarantors any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Exhibit A hereto, and all extensions and renewals thereof (“**Copyrights**”);

(b) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Exhibit B hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(c) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Exhibit C hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(d) all rights of any kind whatsoever of such Guarantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Successor Agent agrees to take all further actions, and provide to the Guarantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Guarantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and

the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed by its officer thereunto duly authorized as of the date first above written.

ASSURED HEALTHCARE PARTNERS LLC,
as Successor Agent

DocuSigned by:
Richard Horne
By: _____
Name: Richard Horne
Title: General Counsel, Chief Compliance Officer

[Signature Page to Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 008307 FRAME: 0117

EXHIBIT A

Copyrights

Guarantor	Copyright	Registration Number
Pacify Health, Inc.	Pacify: Helping New Parents	TXu002099952

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Guarantor	Trademark	Country	Reg. No.	Reg. Date
Maryland Physicians Edge LLC	ADVANTIA	US	4,842,542	10/27/2015
Comprehensive Women's Health Marshall, LLC	COMPREHENSIVE WOMEN'S HEALTH PRIMARY CARE FOR WOMEN	US	3,599,473	03/31/2009
Maryland Physicians Edge, LLC	ADVANTIA HEALTH A WOMAN'S HEALTH CLUB	US	5,701,325	03/19/2019
Pacify Health LLC	PACIFY	US	4,757,513	06/16/2014
USA Obgyn Management, LLC	HEARTLAND WOMEN'S HEALTHCARE	US	4,963,811	05/24/2016