

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RMA OF NEW JERSEY, L.L.C.		04/06/2015	LTD LIAB JT ST CO: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	99 Wood Avenue South, 2nd Floor		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3435082	IVF NEW JERSEY FERTILITY CENTER "MAKING	
CORRESPONDENCE DATA			
Fax Number:	9734913490		
<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:	(973) 491-3326		
Email:	Brian.Petrequin@leclairryan.com		
Correspondent Name:	Brian Petrequin		
Address Line 1:	1037 Raymond Boulevard, Sixteenth Floor		
Address Line 2:	One Riverfront Plaza		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	37835.0023		
NAME OF SUBMITTER:	Andrea N. Nixon		
SIGNATURE:	/Andrea N. Nixon/		
DATE SIGNED:	04/17/2015		
Total Attachments: 9			
source=Citi - RMA - Trademark Security Agreement#page1.tif			
source=Citi - RMA - Trademark Security Agreement#page2.tif			
source=Citi - RMA - Trademark Security Agreement#page3.tif			

CH \$40.00 3435082

source=Citi - RMA - Trademark Security Agreement#page4.tif

source=Citi - RMA - Trademark Security Agreement#page5.tif

source=Citi - RMA - Trademark Security Agreement#page6.tif

source=Citi - RMA - Trademark Security Agreement#page7.tif

source=Citi - RMA - Trademark Security Agreement#page8.tif

source=Citi - RMA - Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, RMA OF NEW JERSEY, L.L.C., a New Jersey limited liability company having a principal place of business at 140 Allen Road, Basking Ridge, New Jersey 07920 (herein referred to as the "Grantor"), owns the Trademarks, Trademark registrations and the Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, Grantor and CITIBANK, N.A., having an office at 99 Wood Avenue South, Second Floor, Iselin, New Jersey 08830 (herein referred to as "Lender"), are parties to a Security Agreement dated January 10, 2012 (as has been and as may be further amended, modified, restated, supplemented, extended or renewed from time to time, the "Security Agreement") executed in connection with a certain Amended and Restated Loan Agreement dated of even date therewith (as may be amended, modified, restated, supplemented, extended or renewed from time to time the "RMA Credit Agreement") wherein Lender has agreed, subject to the terms and conditions specified therein and in the Loan Documents (as defined in the RMA Credit Agreement), to extend in favor of Grantor a senior secured revolving credit facility in the principal amount of up to \$750,000.00 and a senior secured term loan in a principal amount of \$10,000,000; and

WHEREAS, pursuant to a certain Construction Loan Agreement, dated as of January 10, 2012, by and between Grantor and the Lender (as the same has been and may be further amended, modified or supplemented from time to time, the "RMA Construction Loan Agreement," together with the RMA Credit Agreement, collectively the "Credit Agreement"), the Lender has agreed, subject to the terms and conditions specified therein and in the Loan Documents (as defined in the RMA Construction Loan Agreement), to extend a senior secured construction loan in favor of Grantor in a principal amount of up to \$5,000,000 (the "Construction Loan," together with the RMA Loans, collectively, the "Loan"); and

WHEREAS, pursuant to a Guaranty, dated as of January 10, 2012 (as has been, and may be further amended, modified or supplemented from time to time, the "Guaranty"), Grantor has guaranteed all of the obligations of its affiliate, Genesis Property Management, LLC, a New Jersey limited liability company ("GPM"), to Lender in connection with Lender's extension to GPM of a senior secured commercial mortgage loan in a principal amount of \$6,225,000 (the "GPM Loan") pursuant to a certain Commercial Mortgage Note and Loan Agreement, dated of even date therewith, given by GPM to the Lender (as the same has been and may be further amended, modified or supplemented from time to time, the "Mortgage Note;" together with the Credit Agreement, the "Loan Agreement") and the "Loan Documents" (as defined in the Mortgage Note) executed in connection therewith; and

WHEREAS, pursuant to the terms of the Security Agreement and the Loan Agreement, Grantor has granted Lender a security interest in all assets of the Grantor, including all right, title and interest of Grantor in, to and under all General Intangibles (as defined in the Security

Agreement) and Trademarks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including without limitation, any and all claims and causes of action which may exist by reason of infringement, violation or dilution thereof or injury to the associated goodwill, to secure the payment of all Obligations (as defined in the Security Agreement) and other sums due thereunder; and

WHEREAS, in order to effectuate the grant to Lender of a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether presently existing or hereafter arising or acquired, Grantor has executed and delivered this agreement (this "Trademark Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Lender a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application including but not limited to those referred to in Schedule I annexed hereto (which Grantor hereby represents includes all correct and complete information concerning any trademark, trademark registration, and trademark applications in which it has any beneficial interest), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule I annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule I annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing; and

(a) Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its

own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and continuance of a Potential Event of Default or an Event of Default, under the Security Agreement to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any license and, in the name of Grantor or its own name or as otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any license whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Trademark Collateral, to effect any repairs or any insurance called for by the terms of this Trademark Security Agreement or the Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of a Potential Event of Default or an Event of Default, under the Security Agreement, (A) to direct any party liable for any payment under any of the licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Trademark Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark Collateral or any part thereof and to enforce any other right in respect of any Trademark Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Trademark Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademark Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Trademark Collateral and Lender's security interest therein, in order to effect the intent of this Trademark Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Trademark Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. Lender

shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Lender to execute, in connection with the sale provided for in the Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademark Collateral.

Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor is executing and delivering to Lender, in the form of Schedule II hereto, three (3) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademark Collateral pursuant to the terms of the Security Agreement.

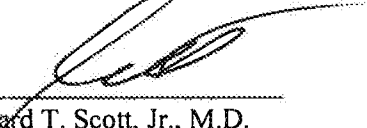
This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures are on following page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the 6th day of April, 2015.

GRANTOR:

RMA OF NEW JERSEY, L.L.C.,
a New Jersey limited liability company

By: 
Name: Richard T. Scott, Jr., M.D.
Title: Manager and Member

[Signature page to Trademark Security Agreement---RMA of New Jersey, L.L.C.]

STATE OF NEW JERSEY :
: ss.
COUNTY OF SOMERSET :

BE IT REMEMBERED, that on this 24 day of April, 2015, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6.1 to take acknowledgments for use in the State of New Jersey, personally appeared Richard T. Scott, Jr., M.D., who, I am satisfied is the person who executed the within instrument as the Member and Manager of RMA OF NEW JERSEY, L.L.C., the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said instrument made by the said limited liability company and sealed with its corporate seal and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its members, for the uses and purposes therein expressed.

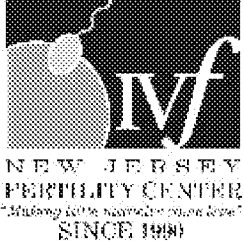


Notary Public or Attorney at Law of the
State of New Jersey

MARIA HELENA MIGNONE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/9/2016

[Notary page to Trademark Security Agreement---RMA of New Jersey, L.L.C.]

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

<u>MARK</u>	<u>REG. NO. & DATE</u>	<u>SERIAL NO. & DATE</u>	<u>JURISDICTION</u>
 <p>NEW JERSEY FERTILITY CENTER "Making little hearts in our lives" SINCE 1987</p>	3,435,082 May 27, 2008	77/282,601 September 18, 2007	USA

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY :
 : ss.
COUNTY OF SOMERSET :

KNOW ALL MEN BY THESE PRESENTS, that RMA OF NEW JERSEY, L.L.C., a limited liability company formed under the laws of the State of New Jersey, with its principal place of business at 140 Allen Road, Basking Ridge, New Jersey 07920 (herein referred to as "Grantor"), pursuant to a Trademark Security Agreement, dated as of even date herewith (the "Trademark Security Agreement"), hereby appoints and constitutes CITIBANK, N.A., a national banking association with offices located at 99 Wood Avenue South, Second Floor, Iselin, New Jersey 08830 (herein referred to as "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following act on behalf of Grantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the trademarks listed on Schedule I of the Trademark Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

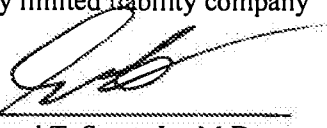
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This Power of Attorney is subject to the provisions of, and is made pursuant to, the Security Agreement and the Trademark Security Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Security Agreement).

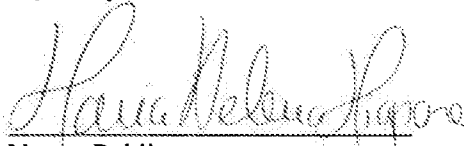
[Signatures are on following page]

IN WITNESS WHEREOF, Grantor has caused this Special Power of Attorney to be duly executed as of this 6th day of April, 2015.

RMA OF NEW JERSEY, L.L.C.,
a New Jersey limited liability company

By: 
Name: Richard T. Scott, Jr., M.D.
Title: Manager and Member

Sworn and subscribed
before me this 2015
day of April, 2015.


Notary Public

MARIA HELENA MIGNONE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/9/2016

[Signature page to Power of Attorney attached to
Trademark Security Agreement--- RMA OF NEW JERSEY, L.L.C.]