

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI136090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Femwell Group Health, LLC		04/01/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Truist Bank, as Administrative Agent		
Street Address:	P.O. Box 1626		
City:	Wilson		
State/Country:	NORTH CAROLINA		
Postal Code:	27894-9961		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4816323	FEMWELL	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D Grocke		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	069524-0009		
NAME OF SUBMITTER:	Gayle Grocke		
SIGNATURE:	Gayle Grocke		
DATE SIGNED:	04/01/2024		
Total Attachments: 5			
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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2024 (this “Security Agreement”), is made by **FEMWELL GROUP HEALTH, LLC**, a Florida limited liability company (the “Borrower”) and **FGH INTELLECTUAL PROPERTIES, LLC**, a Florida limited liability company (“FGH Intellectual Properties”, and together with the Borrower, each a “Grantor” and collectively, the “Grantors”), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, FEMWELL INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), the Borrower, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into that certain Credit Agreement, dated as of April 1, 2024 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and certain of its Subsidiaries, including FGH Intellectual Properties, have entered into that certain Guaranty and Security Agreement, dated as of April 1, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and transfers to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all exclusive Trademark Licenses providing for the grant to any Grantor of any rights under any Trademark, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, Proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all federally applied for and federally registered Trademarks and exclusive Trademark Licenses owned or held by each Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

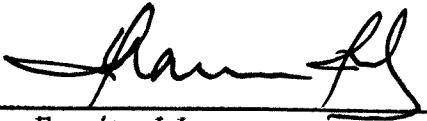
Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

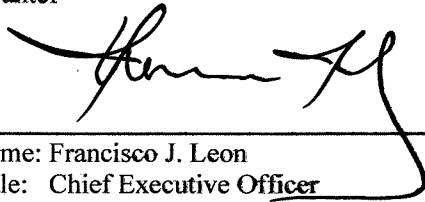
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IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its authorized officers as of the day and year first above written.

FEMWELL GROUP HEALTH, LLC,
as a Grantor

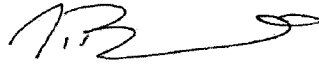
By: 
Name: Francisco J. Leon
Title: Chief Executive Officer

FGH INTELLECTUAL PROPERTIES, LLC,
as a Grantor

By: 
Name: Francisco J. Leon
Title: Chief Executive Officer

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TRUIST BANK, as Administrative Agent

By: 
Name: Ben Cumming
Title: Managing Director

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Mark	Registration/ Application Date	Registration/ Application No.	Owner
FEMWELL	09/22/2015	4816323	Femwell Group Health, LLC
TOPLINE MD HEALTH ALLIANCE and design 	05/26/2015	4744650	FGH INTELLECTUAL PROPERTIES, LLC
	10/27/2020	6186694	FGH INTELLECTUAL PROPERTIES, LLC
	10/27/2020	6186693	FGH INTELLECTUAL PROPERTIES, LLC
	12/06/2022	6918729	FGH INTELLECTUAL PROPERTIES, LLC
TOPLINE MD	06/05/2012	4152828	FGH INTELLECTUAL PROPERTIES, LLC

II. TRADEMARK APPLICATIONS

None.

III. EXCLUSIVE TRADEMARK LICENSES

None.