

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cbr Systems, Inc.		09/19/2012	CORPORATION: DELAWARE
CBR Acquisition Holdings Corp.		09/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent and Collateral Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3863166	ACTIVEFLO
Registration Number:	3597687	BABYWEEKLY
Registration Number:	3371085	BABYWEEKLY
Serial Number:	85274010	BANK WITH THE BEST
Registration Number:	3053556	CBR
Registration Number:	2207827	CBR CORD BLOOD REGISTRY
Registration Number:	2553256	CBR SYSTEMS, INC.
Registration Number:	4135031	CELLADVANTAGE
Registration Number:	3323230	CELLADVANTAGE
Registration Number:	3761068	CONNECTING THE EXPECTING
Registration Number:	3843342	CORD BLOOD EDUCATION CENTER
Registration Number:	3808713	CORD BLOOD PARENTS
Registration Number:	3065179	CORD BLOOD REGISTRY

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Registration Number:	4190174	CORDBANKINGBASICS
Registration Number:	3829843	CORDCUP
Registration Number:	3915134	CORDPREP
Registration Number:	3813750	DESIGNATED TREATMENT PROGRAM
Registration Number:	3898708	DTP
Registration Number:	3453780	FOR YOUR BABY'S FIRST YEAR
Registration Number:	3293807	FOR YOUR MOST IMPORTANT FORTY WEEKS
Registration Number:	3915133	GET MORE FROM THE CORD
Registration Number:	3302130	MATERNITY & STYLE
Registration Number:	3473931	NEWBORN POSSIBILITIES PROGRAM
Registration Number:	3915147	OPEN THE DOORS TO MAXIMUM CELL RECOVERY
Registration Number:	3724322	PREGNANCYWEEKLY
Registration Number:	3371084	PREGNANCYWEEKLY
Registration Number:	3323226	PRINCIPLES IN ACTION
Registration Number:	3886315	SOFTLOCK
Registration Number:	3109023	THE NAME TO TRUST
Registration Number:	3147542	CORD BLOOD DONOR FOUNDATION

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	334164-17
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	09/20/2012

Total Attachments: 8

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time (this "Agreement") dated as of September 19, 2012 (the "Closing Date"), is made among CBR SYSTEMS, INC., a Delaware corporation (the "Borrower"), CBR ACQUISITION HOLDINGS CORP., a Delaware corporation ("Holdings"), and the other parties hereto as Grantors (together with the Borrower and Holdings, the "Grantors") in favor of BANK OF MONTREAL, as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, the Borrower, Holdings, each lender from time to time party thereto (the "Lenders") and Bank of Montreal, as Collateral Agent and as Administrative Agent (in such capacity, the "Administrative Agent") have entered into the Credit Agreement dated as of September 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Intellectual Property Security Agreement dated as of September 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to induce the Lenders to extend credit, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into the Secured Hedge Agreements and the Cash Management Banks to enter into arrangements relating to Cash Management Obligations.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto;
- (b) the Trademarks (as defined in the Intellectual Property Security Agreement) set forth on Schedule B hereto; and

(c) the Copyrights (as defined in the Intellectual Property Security Agreement) set forth on Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This 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.

SECTION 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CBR SYSTEMS, INC., as a Grantor

By: 

Name: Geoffrey Crouse

Title: Chief Executive Officer

CBR ACQUISITION HOLDINGS CORP., as a Grantor

By: 

Name: Geoffrey Crouse

Title: Chief Executive Officer

BANK OF MONTREAL, as Collateral Agent

By: Adam Lively

Name: Adam Lively

Title: Vice President

SCHEDULE A
TO THE SHORT FORM
INTELLECTUAL PROPERTY
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Intellectual Property

U.S. Patents and Patent Applications

Owner	Patent Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date
CBR Systems, Inc.	Method and data system for the treatment at birth of a patient who is identified at birth as having an elevated risk of a previously unidentified disorder	U.S.	11/146941 6/6/2005	20060275269	—
CBR Systems, Inc.	Computer-based mixed-use registry of placental and umbilical cord stem cells	U.S.	08/910996 8/14/1997	—	5993387 11/30/1999
CBR Systems, Inc.	Collection means and a method for collecting cord blood	U.S.	12/062500 4/3/2008	20080287829	—

SCHEDULE B
TO THE SHORT FORM
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U.S. Trademark Registrations and Trademark Applications

Current Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
CBR Systems, Inc.	ACTIVEFLO	U.S.	77/917033 1/21/2010	3863166 10/19/2010
CBR Systems, Inc.	BABYWEEKLY	U.S.	77/479541 5/20/2008	3597687 3/31/2009
CBR Systems, Inc.	BABYWEEKLY	U.S.	78/850418 3/30/2006	3371085 1/15/2008
CBR Systems, Inc.	BANK WITH THE BEST	U.S.	85/274010 3/22/2011	—
CBR Systems, Inc.	CBR	U.S.	78/453952 7/21/2004	3053556 1/31/2006
CBR Systems, Inc.	CBR CORD BLOOD REGISTRY (Stylized) 	U.S.	74/718588 8/21/1995	2207827 12/8/1998
CBR Systems, Inc.	CBR SYSTEMS, INC.	U.S.	75/716267 5/27/1999	2553256 3/26/2002
CBR Systems, Inc.	CELLADVANTAGE	U.S.	85/410084 8/29/2011	4135031 5/1/2012
CBR Systems, Inc.	CELLADVANTAGE	U.S.	77/105343 2/12/2007	3323230 10/30/2007
CBR Systems, Inc.	CONNECTING THE EXPECTING	U.S.	77/795648 8/3/2009	3761068 3/16/2010
CBR Systems, Inc.	CORD BLOOD EDUCATION CENTER	U.S.	77/869522 11/10/2009	3843342 8/31/2010
CBR Systems, Inc.	CORD BLOOD PARENTS	U.S.	77/795636 8/3/2009	3808713 6/22/2010
CBR Systems, Inc.	CORD BLOOD REGISTRY	U.S.	78/453967 7/21/2004	3065179 3/7/2006
CBR Systems, Inc.	CORDBANKINGBASICS	U.S.	85/502658 12/22/2011	4190174 8/14/2012
CBR Systems, Inc.	CORDCUP	U.S.	77/916997 1/21/2010	3829843 8/3/2010

Current Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
CBR Systems, Inc.	CORDPREP	U.S.	77/916983 1/21/2010	3915134 2/1/2011
CBR Systems, Inc.	DESIGNATED TREATMENT PROGRAM	U.S.	77/869671 11/10/2009	3813750 7/6/2010
CBR Systems, Inc.	DTP	U.S.	77/869693 11/10/2009	3898708 1/4/2011
CBR Systems, Inc.	FOR YOUR BABY'S FIRST YEAR	U.S.	78/851802 3/31/2006	3453780 6/24/2008
CBR Systems, Inc.	FOR YOUR MOST IMPORTANT FORTY WEEKS	U.S.	78/850406 3/30/2006	3293807 9/18/2007
CBR Systems, Inc.	GET MORE FROM THE CORD	U.S.	77/916322 1/20/2010	3915133 2/1/2011
CBR Systems, Inc.	MATERNITY & STYLE	U.S.	78/873898 5/1/2006	3302130 10/2/2007
CBR Systems, Inc.	NEWBORN POSSIBILITIES PROGRAM	U.S.	78/890255 5/23/2006	3473931 7/22/2008
CBR Systems, Inc.	OPEN THE DOORS TO MAXIMUM CELL RECOVERY	U.S.	77/933764 2/11/2010	3915147 2/1/2011
CBR Systems, Inc.	PREGNANCYWEEKLY	U.S.	77/488115 6/1/2008	3724322 12/15/2009
CBR Systems, Inc.	PREGNANCYWEEKLY	U.S.	78/850401 3/30/2006	3371084 1/15/2008
CBR Systems, Inc.	PRINCIPLES IN ACTION	U.S.	77/105253 2/12/2007	3323226 10/30/2007
CBR Systems, Inc.	SOFTLOCK	U.S.	85/021266 4/22/2010	3886315 12/7/2010
CBR Systems, Inc.	THE NAME TO TRUST	U.S.	78/596592 3/28/2005	3109023 6/27/2006
Cord Blood Donor Foundation	CORD BLOOD DONOR FOUNDATION	U.S.	78/469834 8/18/2004	3147542 9/26/2006

SCHEDULE C
TO THE SHORT FORM
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Copyright Registrations and Copyright Applications

None.