

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBR Systems, Inc.		08/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Collateral Agent: NEW YORK		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	3863166	ACTIVEFLO	
Registration Number:	4333489	BANK WITH THE BEST	
Registration Number:	3053556	CBR	
Registration Number:	2207827	CBR CORD BLOOD REGISTRY	
Registration Number:	2553256	CBR SYSTEMS, INC.	
Registration Number:	3323230	CELLADVANTAGE	
Registration Number:	4135031	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	
Registration Number:	4190174	CORDBANKINGBASICS	
Registration Number:	3829843	CORDCUP	
Registration Number:	3915134	CORDPREP	
Registration Number:	3813750	DESIGNATED TREATMENT PROGRAM	
Registration Number:	3898708	DTP	
Registration Number:	3293807	FOR YOUR MOST IMPORTANT FORTY WEEKS	
Registration Number:	3915133	GET MORE FROM THE CORD	
Registration Number:	4227296	HEALTHY FUTURES BORN HERE	

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Property Type	Number	Word Mark
Registration Number:	3302130	MATERNITY & STYLE
Registration Number:	3473931	NEWBORN POSSIBILITIES PROGRAM
Registration Number:	3915147	OPEN THE DOORS TO MAXIMUM CELL RECOVERY
Registration Number:	3597687	BABYWEEKLY
Registration Number:	3724322	PREGNANCYWEEKLY
Registration Number:	4227297	SMART SCIENCE. HEALTHY FAMILIES.
Registration Number:	3886315	SOFTLOCK
Registration Number:	3109023	THE NAME TO TRUST
Serial Number:	86659399	CBR CORD BLOOD REGISTRY
Serial Number:	85934373	CORDS FOR CURES
Serial Number:	85934397	CORDS4CURES
Serial Number:	86289048	JUST BANK IT
Serial Number:	86107148	LIVING PROOF
Serial Number:	86656694	LUSTRE
Serial Number:	86670021	NEWBORN POSSIBILITIES
Serial Number:	86656710	NEWBORN POSSIBILITIES PROGRAM
Serial Number:	86107161	PROVING THE POWER OF STEM CELLS
Serial Number:	86122586	REPAIR: REGISTRY OF PRE AND POST (CORD B

CORRESPONDENCE DATA

Fax Number: 2149695100

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: 2149694804

Email: aaaugustine@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 2727 North Harwood Street

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: TBA-CBR (AMAG)

NAME OF SUBMITTER: David L. Odom

SIGNATURE: /David L. Odom/

DATE SIGNED: 09/25/2015

Total Attachments: 6

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**Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CBR Systems, Inc., a Delaware corporation (the “Grantor”), having its chief executive office at 1200 Bayhill Drive, San Bruno, California 94066, hereby grants to JEFFERIES FINANCE LLC, as Collateral Agent (the “Grantee”), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the 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 “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired which, includes the Grantor’s rights to:

(i) all United States patents and patent applications, including, without limitation the patents and patent applications referred to in Schedule A hereto, and, with respect to any and all of the foregoing: (i) all reissues, reexaminations, divisions, continuations, continuations-in-part, revisions, renewals or extensions thereof; (ii) all claims for, and rights to sue for, past, present or future infringements and other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof; and (iv) all other rights corresponding thereto throughout the world; and

(ii) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names, trademark rights arising out of domain names and trade dress which are or have been used in the United States, in any state, province or territory or possession thereof, or in any other place, nation or jurisdiction, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law, in each case whether registered or unregistered, and with respect to any and all of the foregoing: (i) the goodwill of the business symbolized thereby or associated therewith; (ii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and including, without limitation, the registrations and applications referred to in Schedule (B) hereto; (iii) all extensions and renewals thereof; (iv) all claims for, and rights to sue for, past, present or future infringements, dilutions, and other violations thereof; (v) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions, or other violations thereof; and (vi) all other rights corresponding thereto throughout the world;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States application for a Trademark registration, for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed with the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of August 17, 2015, as amended, restated, supplemented or otherwise modified from time to time (the

“Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

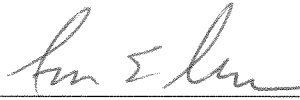
The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Patents and Trademarks.

This Grant of Security Interest in United States Patents and Trademarks shall be governed by, and construed in accordance with the laws of the State of New York.

This Grant of Security Interest in United States Patents and Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in United States Patents and Trademarks as of the day and year first above written.

CBR SYSTEMS, INC.,
as Grantor


By: 
Name: Frank E. Thomas
Title: President and Chief Operating Officer

[Signature Page to Grant of Security Interest in United States Patents and Trademarks]

TRADEMARK
REEL: 005630 FRAME: 0318

Agreed and Accepted:

JEFFERIES FINANCE LLC,
as Collateral Agent and Grantee

By: 
Name: Paul McDonnell
Title: Managing Director

[Signature Page to Grant of Security Interest in United States Patents and Trademarks]

TRADEMARK
REEL: 005630 FRAME: 0319

SCHEDULE B to Patent and Trademark Security Agreement

TRADEMARKS

<u>Mark.</u>	<u>Issue Date</u>	<u>Registration No.</u>	<u>Country</u>
ACTIVEFLO	10/19/2010	3863166	United States
BANK WITH THE BEST	5/14/2013	4333489	United States
CBR	10/11/2006	TMA674547	Canada
CBR	8/28/2008	4475563	China
CBR	7/14/2006	004250916	European Union
CBR	6/9/2005	300358399	Hong Kong
CBR	5/12/2006	4952000	Japan
CBR	7/29/2005	893777	Mexico
CBR	7/28/2005	724298	New Zealand
CBR	1/21/2005	532407	Switzerland
CBR	3/1/2006	1199302	Taiwan R.O.C.
CBR	1/31/2006	3053556	United States
CBR CORD BLOOD REGISTRY (Stylized)	12/8/1998	2207827	United States
CBR SYSTEMS, INC.	3/26/2002	2553256	United States
CELLADVANTAGE	10/30/2007	3323230	United States
CELLADVANTAGE	5/1/2012	4135031	United States
CONNECTING THE EXPECTING	3/16/2010	3761068	United States
CORD BLOOD EDUCATION CENTER	8/31/2010	3843342	United States
CORD BLOOD PARENTS	6/22/2010	3808713	United States
CORD BLOOD REGISTRY	7/27/2010	TMA772988	Canada
CORD BLOOD REGISTRY	8/28/2008	4475562	China
CORD BLOOD REGISTRY	8/28/2008	4475561	China
CORD BLOOD REGISTRY	7/14/2006	004250924	European Union
CORD BLOOD REGISTRY	5/12/2006	4952001	Japan
CORD BLOOD REGISTRY	3/13/2012	1273310	Mexico
CORD BLOOD REGISTRY	2/9/2011	1200223	Mexico
		3065179	United States
CORD BLOOD REGISTRY	3/7/2006		
CORDBANKINGBASICS	8/14/2012	4190174	United States
CORDCUP	8/3/2010	3829843	United States
CORDPREP	2/1/2011	3915134	United States
DESIGNATED TREATMENT PROGRAM	7/6/2010	3813750	United States
DTP	1/4/2011	3898708	United States
		3293807	
FOR YOUR MOST IMPORTANT FORTY WEEKS	9/18/2007		United States
GET MORE FROM THE CORD	2/1/2011	3915133	United States
HEALTHY FUTURES BORN HERE	10/16/2012	4227296	United States
MATERNITY & STYLE (STANDARD CHARACTER MARK)	10/2/2007	3302130	United States

NEWBORN POSSIBILITIES PROGRAM	7/22/2008	3473931	United States
OPEN THE DOORS TO MAXIMUM CELL RECOVERY	2/1/2011	3915147	United States
BABYWEEKLY	3/31/2009	3597687	United States
PREGNANCYWEEKLY	12/15/2009	3724322	United States
SMART SCIENCE. HEALTHY FAMILIES	10/16/2012	4227297	United States
SOFTLOCK	12/7/2010	3886315	United States
THE NAME TO TRUST	6/27/2006	3109023	United States

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Country</u>
CBR	4/22/2015	2015-1221	Dominican Republic
CBR	5/26/2015	1613896	Mexico
CBR CORD BLOOD REGISTRY (Stylized)	6/11/2015	86/659399	United States
CORD BLOOD REGISTRY	10/21/2014	1255365(1)	Canada
CORD BLOOD REGISTRY	4/22/2015	2015-12210	Dominican Republic
CORDS FOR CURES	5/16/2013	85/934373	United States
CORDS4CURES	5/16/2013	85/934397	United States
JUST BANK IT	11/18/2014	1703246	Canada
JUST BANK IT	11/21/2014	1551190	Mexico
JUST BANK IT	5/22/2014	86/289048	United States
LIVING PROOF	10/31/2013	86/107148	United States
LUSTRE	6/9/2015	86/656,694	United States
NEWBORN POSSIBILITIES (Stylized)	6/22/2015	86/670021	United States
NEWBORN POSSIBILITIES PROGRAM	6/9/2015	86/656,710	United States
PROVING THE POWER OF STEM CELLS	10/31/2013	86/107161	United States
RePAIR: Registry of Pre And post (cord blood) Infusion Results	11/19/2013	86/122586	United States