

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CCB DEB, LLC		12/01/2016	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC, as Administrative Agent		
<b>Street Address:</b>	150 South Wacker Drive, Suite 800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4278464	DONOR EGG BANK USA FULFILLING DREAMS, DE	
<b>Registration Number:</b>	4302970	ASSURED REFUND PLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126984556		
<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>			
<b>Phone:</b>	312 641 2096		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Clayton Stallbaumer, McGuireWoods LLP		
<b>Address Line 1:</b>	77 West Wacker Drive, Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>NAME OF SUBMITTER:</b>	Clayton Stallbaumer		
<b>SIGNATURE:</b>	/Clayton Stallbaumer/		
<b>DATE SIGNED:</b>	12/02/2016		
<b>Total Attachments: 4</b>			
source=Active_84706982_1_California Cryobank - DEB acquisition - 07 - Trademark Security Agreement (signed)#page1.tif			
source=Active_84706982_1_California Cryobank - DEB acquisition - 07 - Trademark Security Agreement (signed)#page2.tif			
source=Active_84706982_1_California Cryobank - DEB acquisition - 07 - Trademark Security Agreement			

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source=Active\_84706982\_1\_California Cryobank - DEB acquisition - 07 - Trademark Security Agreement

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## **TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of December 1, 2016, by CCB DEB, LLC, a Maryland limited liability company (the “Grantor”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent.

This Agreement refers to (a) a Credit Agreement dated as of August 19, 2014, entered into among California Cryobank LLC, a California limited liability company, the other Loan Parties party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to make certain extensions of credit to Borrower; and (b) a Security Agreement dated as of August 19, 2014, entered into among Grantor, as a “Grantor” thereunder, the other Persons who are or become parties thereto as “Grantors” thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Security Agreement, the Obligations of Borrower under the Credit Agreement are secured obligations.

Pursuant to the Security Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but excluding any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office);

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto, together with all goodwill associated therewith (but in each case only to the extent permitted by terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

*[rest of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed as of the date first written above.

**GRANTOR:**

CCB DEB, LLC,  
as Grantor

By:

Name: Richard Jennings

Title: President

A handwritten signature in black ink, appearing to read 'Richard Jennings', is written over a horizontal line. The signature is stylized and somewhat cursive.

SCHEDULE 1

TRADEMARK COLLATERAL

Citation	Source	Application Number	Registration Number	Status	Goods and Services	Owner
DONOR EGG BANK USA FULFILLING DREAMS, DELIVERING JOY	USPTO	App 85542746	Reg 4278464	Registered	INT. CL. 44 Providing a national database available via the Internet in the field of frozen donor eggs in which patients can choose frozen donor eggs for use in fertility treatments.	CCB DEB, LLC (by assignment from Donor Egg Bank USA, LLC)
ASSURED REFUND PLAN	USPTO	App 85542716	Reg 4302970	Registered	INT. CL. 36 Financial services related to structuring payment for and advising regarding the affordability of medical services.	CCB DEB, LLC (by assignment from Donor Egg Bank USA, LLC)
		App 14-FEB-2012	Reg 23-JAN-2013			1355 Piccard Drive Rockville, MD 20850

TRADEMARK

REEL: 005934 FRAME: 0499

Schedule 3.2

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