

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITAL ROYALTY PARTNERS II L.P.		08/04/2017	Corporation: TEXAS
CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "B" L.P.	FORMERLY CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P.	08/04/2017	Corporation: TEXAS
PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.		08/04/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Good Start Genetics, Inc.
Street Address:	237 Putnam Avenue
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02139
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85093437	GOODSTART GENETICS
Serial Number:	85599068	GOODSTART SELECT
Serial Number:	85599066	GSG LABSOLUTIONS
Serial Number:	85599063	GSG SOLUTIONS
Serial Number:	85599051	GIVING THE NEXT GENERATION A GOOD START
Serial Number:	85600801	HELPING TO GIVE THE NEXT GENERATION A GO
Serial Number:	85683029	GOODSTART TESTSELECT

CORRESPONDENCE DATA

Fax Number: 2158511420

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: 215-851-8100

Email: phlipdocketing@reedsmith.com

Correspondent Name: Matthew P. Frederick, Reed Smith LLP

OP \$190.00 85093437

Address Line 1: 1717 Arch Street, Three Logan Square
Address Line 2: Suite 3100
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: Matthew P. Frederick

SIGNATURE: /Matthew P. Frederick/

DATE SIGNED: 08/07/2017

Total Attachments: 11

source=Trademark Release --Good Start Genetics (CRG)#page1.tif
source=Trademark Release --Good Start Genetics (CRG)#page2.tif
source=Trademark Release --Good Start Genetics (CRG)#page3.tif
source=Trademark Release --Good Start Genetics (CRG)#page4.tif
source=Trademark Release --Good Start Genetics (CRG)#page5.tif
source=Trademark Release --Good Start Genetics (CRG)#page6.tif
source=Trademark Release --Good Start Genetics (CRG)#page7.tif
source=Trademark Release --Good Start Genetics (CRG)#page8.tif
source=Trademark Release --Good Start Genetics (CRG)#page9.tif
source=Trademark Release --Good Start Genetics (CRG)#page10.tif
source=Trademark Release --Good Start Genetics (CRG)#page11.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of August 4, 2017 and granted by CRG SERVICING LLC, a Delaware limited liability company (together, with their successors and assigns, the "**Secured Parties**"), in favor of GOOD START GENETICS, INC., a Delaware corporation (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Security Agreement dated as of April 25, 2013 (the "**Security Agreement**") among, inter alia, the Grantor and the Secured Party, the Grantor executed and delivered to the secured parties therein identified that certain Short-Form Trademark Security Agreement dated as of April 25, 2013 (the "**Trademark Security Agreement**");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the secured parties therein identified a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5014, Frame 0719 on April 25, 2013; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby state as follows:

1. Release of Security Interest. Secured Party, its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharge any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, trademark applications and other trademark rights and any other governmental authority-issued indicia of invention ownership, including the trademarks and trademark applications listed in Schedule 1 hereto, (the "**Trademarks**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to

and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.


3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Parties have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CRG SERVICING LLC

By



Nathan Hukill
Authorized Signatory

[Signature Page to Release of Trademark Security Interest]

sf-135350230

SCHEDULE OF
REGISTERED TRADEMARKS

TRADEMARKS

Trademarks:

Application Number	Mark	Filing Date
Serial No. 85093437 Registration No. 4096815	GOOD START GENETICS	27-July-2010
Serial No. AU1405764	GOOD START GENETICS	27-Jan-2011
Serial No. CA1512721	GOOD START GENETICS	26-Jan-2011
Serial No. CN9066430	GOOD START GENETICS	27-Jan-2011
Serial No. EC9689522	GOOD START GENETICS	27-Jan-2011
Serial No. JP2011-005125	GOOD START GENETICS	27-Jan-2011
Serial No. 85/599068	GOODSTART SELECT	16-Apr-2012
Serial No. 85/599066	GSG LABSOLUTIONS	16-Apr-2012
Serial No. 85/599063	GSG SOLUTIONS	16-Apr-2012
Serial No. 85/599051	GIVING THE NEXT GENERATION A GOOD START	16-Apr-2012
Serial No. 85/600801	HELPING TO GIVE THE NEXT GENERATION A GOOD START	18-Apr-2012
Serial No. 85/683029	GOODSTART TESTSELECT	20-Jul-2012

POWER OF ATTORNEY

January 14, 2016

Reference is made to the Term Loan Agreement dated as of April 25, 2013 (as amended, modified, renewed, extended or replaced from time to time, the "**Loan Agreement**") with GOOD START GENETICS, INC., a Delaware corporation (the "**Borrower**"), and the Lenders from time to time party thereto.

Reference is also made to the Agency Agreement dated as of January 14, 2016 (the "**Agency Agreement**"), among the Lenders, Capital Royalty Partners II L.P., in its capacity as existing Control Agent for the Lenders, and CRG Servicing LLC, as collateral and administrative agent, Secured Parties Representative and successor Control Agent for the Lenders (in any or all such capacities, "**Agent**").

All capitalized terms used in this Power of Attorney and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

The undersigned, as a Lender (or general partner of such Lender, in its capacity as general partner) under the Loan Agreement, whose signature appears below, hereby constitutes and appoints **CRG SERVICING LLC**, the undersigned's true and lawful attorney-in-fact to:

1. execute for and on behalf of the undersigned such Loan Documents as authorized under the Agency Agreement and the Loan Agreement as Agent;
2. do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable as authorized under the Agency Agreement and the Loan Agreement as Agent; and
3. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion, but only to the extent authorized under the Agency Agreement and the Loan Agreement as an Agent.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

This Power of Attorney shall remain in full force and effect until **CRG SERVICING LLC** is no longer the Agent on behalf of the undersigned under the Loan Documents, or unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

This Power of Attorney and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

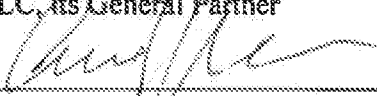
[Remainder of page left blank intentionally]

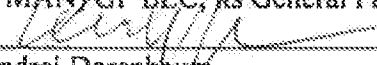
[Power of Attorney (GoodStart)]

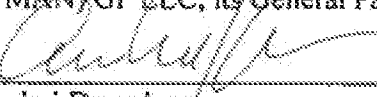
TRADEMARK
REEL: 006123 FRAME: 0792

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date first written above.

LENDERS:

CAPITAL ROYALTY PARTNERS II L.P.
By: CAPITAL ROYALTY PARTNERS II GP
L.P., its General Partner
By: CAPITAL ROYALTY PARTNERS II
GP LLC, its General Partner
By: 
Andrei Dorenbaum
Authorized Signatory

CAPITAL ROYALTY PARTNERS II –
PARALLEL FUND “B” (CAYMAN) L.P.
By: CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP L.P., its General Partner
By: CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP LLC, its General Partner
By: 
Andrei Dorenbaum
Authorized Signatory


CAPITAL ROYALTY PARTNERS II (CAYMAN)
L.P.
By: CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP L.P., its General Partner
By: CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP LLC, its General Partner
By: 
Andrei Dorenbaum
Authorized Signatory

[Power of Attorney (GoodStart)]

PARALLEL INVESTMENT OPPORTUNITIES
PARTNERS II L.P.

By: PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP L.P., its
General Partner

By: PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP LLC,
its General Partner

By: 

Nathan Hukill
Authorized Signatory

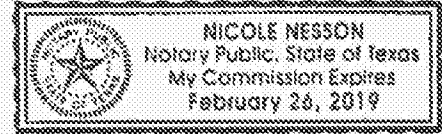
[Power of Attorney (GoodStart)]

STATE OF TEXAS

County of Harris

The foregoing instrument was acknowledged before me this 11 day of December, 2015 by Andrei Dorenbaum, Authorized Signatory, on behalf of CAPITAL ROYALTY PARTNERS II GP LLC, and CAPITAL ROYALTY PARTNERS II (CAYMAN) GP LLC, each a limited liability company.

Nicole Nesson
Notary's Official Signature



[Notary Seal]

2/26/19
Commission Expiration

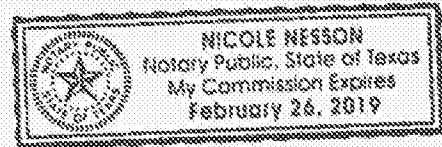
[Power of Attorney (GoodStart)]

STATE OF TEXAS

County of Harris

The foregoing instrument was acknowledged before me this 16 day of December, 2015
by Nathan Hukill, Authorized Signatory, on behalf of PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP LLC, a limited liability company.

Nicole Nesson
Notary's Official Signature



[Notary Seal]

2/26/19
Commission Expiration

[Power of Attorney (GoodStart)]

AGENT:

CRG SERVICING LLC

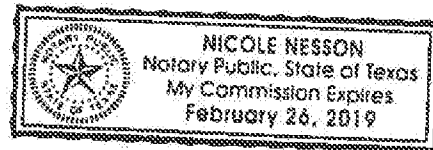
By: *Andrei Dorenbaum*
Andrei Dorenbaum
General Counsel

STATE OF TEXAS

County of Harris

The foregoing instrument was acknowledged before me this 16 day of December, 2015 by Andrei Dorenbaum, General Counsel of CRG SERVICING LLC, a Delaware limited liability company, on behalf of the company.

Nicole Nesson
Notary's Official Signature



[Notary Seal]

2/26/19
Commission Expiration

[Power of Attorney (GoodStart)]