

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM443474

<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>
CIRCLE SURROGACY, LLC	FORMERLY Circle Surrogacy, Ltd.	09/15/2017	Limited Liability Company: DELAWARE
UNIVERSAL FAMILY INSURANCE LLC		09/15/2017	Limited Liability Company: MASSACHUSETTS
SURROGACY CONNECTIONS, LLC		09/15/2017	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHITE OAK GLOBAL ADVISORS, LLC		
<b>Street Address:</b>	3 Embarcadero Center, 5th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4011943	CIRCLE S U R R O G A C Y	
<b>Registration Number:</b>	4012191	CIRCLE SURROGACY	
<b>Registration Number:</b>	4126575	UNIVERSAL FAMILY INSURANCE	
<b>Registration Number:</b>	4126576	UNIVERSAL FAMILY INSURANCE	
<b>Registration Number:</b>	4589918	SURROGACY CONNECTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	kansley@stradley.com		
<b>Correspondent Name:</b>	Kareem Ansley		
<b>Address Line 1:</b>	Stradley Ronon		
<b>Address Line 2:</b>	100 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	188071-0038		

CH \$140.00 4011943

<b>NAME OF SUBMITTER:</b>	Kareem Ansley
<b>SIGNATURE:</b>	/Kareem Ansley/
<b>DATE SIGNED:</b>	09/18/2017
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 15, 2017, by **CIRCLE SURROGACY, LLC**, a Delaware limited liability company ("**Circle Surrogacy**"), **UNIVERSAL FAMILY INSURANCE LLC**, a Massachusetts limited liability company ("**Universal**"), and **SURROGACY CONNECTIONS, LLC**, a Massachusetts limited liability company ("**Surrogacy Connections**," and together with Circle Surrogacy and Universal, collectively the "**Grantors**," and each a "**Grantor**"), in favor of **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, as administrative agent ("**Administrative Agent**").

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of even date herewith, by and among Grantors, the other Persons named therein as Loan Parties, Administrative Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), the Lenders have agreed to make Loans for the benefit of Grantors and the other Loan Parties; and

**WHEREAS**, as security for the Loan Parties' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantors granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a Lien on all Trademarks (as defined in the Loan Agreement) of Grantors, whether now owned or existing or hereafter acquired or arising, provided, that any such Trademark shall exclude any Excluded Property.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, on behalf of itself and the Lenders, a Lien upon, all of such Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "**Registered Trademarks**") provided, however, that the Registered Trademarks shall exclude any Excluded Property.
3. **AGREEMENT.** The security interests granted pursuant hereto are one and the same as those granted to Administrative Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. **COUNTERPARTS.** This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

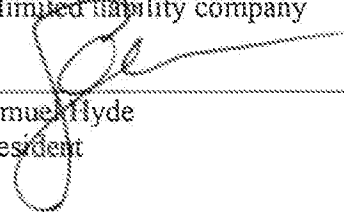
5. APPLICABLE LAW. THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows]

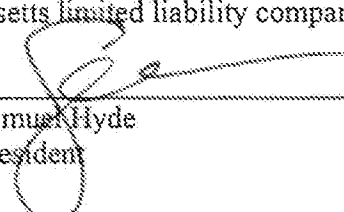
IN WITNESS WHEREOF, Grantors have caused this Grant of Security Interest in Trademarks to be executed and delivered by their duly authorized officer as of the date first set forth above.

**GRANTORS:**

**CIRCLE SURROGACY, LLC,**  
a Delaware limited liability company

By:   
Name: Samuel Hyde  
Title: President

**SURROGACY CONNECTIONS, LLC,**  
a Massachusetts limited liability company

By:   
Name: Samuel Hyde  
Title: President

**UNIVERSAL FAMILY INSURANCE LLC,**  
a Massachusetts limited liability company

By:   
Name: Samuel Hyde  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY  
ADMINISTRATIVE AGENT:**

**WHITE OAK GLOBAL ADVISORS, LLC,**  
a Delaware limited liability company



By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Andre Haliluh*  
*Andre Haliluh*  
*Managing Member*

**SCHEDULE A**  
to  
**GRANT OF SECURITY INTEREST IN TRADEMARKS**

Citation	Source	Image	Owner Name	Registration Number	Status
Circle Surrogacy	USPTO		Circle Surrogacy, LLC <sup>1</sup>	<b>Reg</b> 4011943	Registered
Circle Surrogacy	USPTO	CIRCLE SURROGACY	Circle Surrogacy, LLC	<b>Reg</b> 4012191	Registered
Universal Family Insurance	USPTO		Universal Family Insurance, LLC	<b>Reg</b> 4126575	Registered
Universal Family Insurance	USPTO	UNIVERSAL FAMILY INSURANCE	Universal Family Insurance, LLC	<b>Reg</b> 4126576	Registered
Surrogacy Connections	USPTO	SURROGACY CONNECTIONS	Surrogacy Connections, LLC	<b>Reg</b> 4589918	Registered

<sup>1</sup> NTD: Circle Surrogacy, Ltd. was converted into a Delaware LLC at closing.