

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manhattan Cryobank Inc.		07/27/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CCB-MCB LLC		
Street Address:	11915 La Grange Avenue		
Internal Address:	C/O CALIFORNIA CRYOBANK LLC		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87620679		
Serial Number:	87620673	MANHATTAN CRYOBANK	
Serial Number:	87620664	MANHATTAN CRYOBANK	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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>			
Phone:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue, 11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	152053.00003		
NAME OF SUBMITTER:	Elizabeth R. Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	08/03/2018		
Total Attachments: 5			
source=Manhattan Cryobank Assignment#page1.tif			

OP \$90.00 87620679

source=Manhattan Cryobank Assignment#page2.tif

source=Manhattan Cryobank Assignment#page3.tif

source=Manhattan Cryobank Assignment#page4.tif

source=Manhattan Cryobank Assignment#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), dated July 27, 2018, is entered into by and between **Manhattan Cryobank Inc.**, a New York corporation (the "*Seller*") and **CCB-MCB LLC**, a New York limited liability company ("*Buyer*," and together with Seller, the "*Parties*"). Capitalized terms not otherwise defined herein will have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, a certain trademark is used in connection with the Business as defined in the Asset Purchase Agreement dated as of the date hereof, by and among Buyer, Seller, and other parties thereto (the "*Purchase Agreement*"), including the trademark, trademark application and registration listed in the attached Schedule A (collectively, the "*Trademark*").

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to transfer and assign, all its right, title and interest in and to the Trademark to Buyer.

WHEREAS, Buyer desires to acquire, and Seller desires to assign and transfer, pursuant to the Purchase Agreement, the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Trademark, together with Seller's goodwill associated with such Trademark.
2. Buyer hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all liabilities and obligations of Seller relating to such Trademark that accrue after the Closing.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws principles thereof.
4. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.
5. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.
6. This Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns in accordance with the Asset Purchase Agreement. Neither of the Parties hereto intends that this Assignment shall benefit or be enforceable by any person other than the Parties hereto and their respective successors and permitted assigns.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

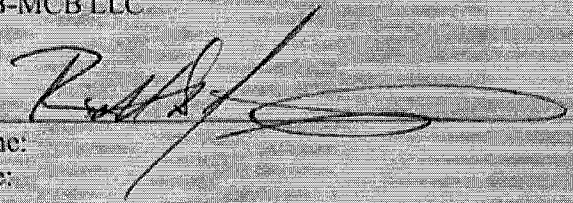
* * *

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement on the date first written above.

BUYER

CCB-MCB LLC

By _____
Name:
Title:



SELLER

MANHATTAN CRYOBANK INC.

By _____
Name:
Title:

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT AGREEMENT

#58871814_v1

TRADEMARK
REEL: 006404 FRAME: 0205

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement on the date first written above.

BUYER

CCB-MCB LLC

By _____
Name:
Title:

SELLER

MANHATTAN CRYOBANK INC.

By  _____
Name: Evan T. Kaliski
Title: Chief Executive Officer

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT AGREEMENT

SCHEDULE A

- i. Sperm Icon in logo (Approved for registration on 3/27/2018 and will become registered on June 12, 2018). Serial No: 87620679.
- ii. Placement and words "Manhattan" and "Cryobank" (Approved for registration on 5/15/2018 and will be registered on July 31, 2018). Serial No: 87620673.
- iii. "Manhattan Cryobank" (Approved for registration on 3/20/2018 will be registered on June 5, 2018). Serial No: 87620664.