# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM484959 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (RELEASES RF 5934/0494) 1 **SEQUENCE:** 

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL LLC		08/06/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	CCB DEB, LLC
Street Address:	11915 LA GRANGE AVE.
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	Limited Liability Company: MARYLAND

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4278464	DONOR EGG BANK USA FULFILLING DREAMS, DE
Registration Number:	4302970	ASSURED REFUND PLAN

### CORRESPONDENCE DATA

Fax Number: 7147558290

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.

714-540-1235 Phone: Email: ipdocket@lw.com Latham & Watkins LLP Correspondent Name:

Address Line 1: 650 Town Center Drive, Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	053644-0164
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	08/06/2018

**Total Attachments: 5** 

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## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of August 6, 2018 (the "Effective Date"), by GOLUB CAPITAL LLC, a Delaware limited liability company, in its capacity as administrative agent (in such capacity, "Grantee"), in favor of CCB DEB, LLC, a Maryland limited liability company ("Grantor").

WHEREAS, reference is made to that certain Credit Agreement, dated as of August 19, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among California Cryobank LLC, a California limited liability company, the other loan parties party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and Grantee;

WHEREAS, pursuant to the Credit Agreement, the Grantor, the Grantee, and certain other parties entered into that certain Security Agreement, dated as of August 19, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor entered into that certain Trademark Security Agreement, dated as of December 1, 2016 (as amended, restated or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), which was recorded with the United States Patent and Trademark Office on December 2, 2016 at Reel/Frame 5934/0494;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted to Grantee, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title, and interest in, to and under the following, whether then existing or thereafter created or acquired: (i) each trademark and trademark application, including, without limitation, each trademark and trademark application listed on Schedule 1 attached 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); (ii) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith (but in each case only to the extent permitted by term s of the applicable license, and provided the grant of security interest in such license would not result in the loss of rights or create a default thereunder); and (iii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached 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 attached hereto (collectively, the "Trademark Collateral");

WHEREAS, Grantee has consented to the release of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

- 1. Grantee's security interest in the Trademark Collateral is hereby terminated and released in its entirety.
- 2. To the extent Grantee retains any interest in the Trademark Collateral, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to the Trademark Collateral.
- 3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release at the Grantor's sole cost and expense.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GOLUB CAPITAL LLC, as Grantee

By: Name: Title:

MARC C. PODIASOR MARCHING DURCON

# **SCHEDULE 1**

See attached.

LEGAL\_US\_W # 95152315.3

SCHEDULE 1

# TRADEMARK COLLATERAL

Citation	Source	Application Number	Registration Number	Status	Goods and Services	Owner
DONOR EGG BANK USA	USPTO	App	Reg	Registered	INT. CL. 44 Providing a national database available via the	CCB DEB, LLC
FULFILLING DREAMS, DELIVERING JOY		85542746	4278464		Internet in the field of frozen donor eggs in which patients can choose frozen donor eggs for use in fertility treatments.	(by assignment from Donor Egg Bank USA, LLC)
		App	Reg			1966 Discord Drico
		14-FEB-2012	22-JAN-2013			Rockville, MD 20850
ASSURED REFUND PLAN	USPTO	App	Reg	Registered	INT. CL. 36 Financial services related to structuring payment	CCB DEB, LLC
		85542716	4302970		for and advising regarding the affordability of medical	(by assignment from
					services.	Donor Egg Bank USA, LLC)
		<b>App</b>	Reg			1355 Piccard Drive
		14   10 2012	V. 7010			Rockville, MD 20850

TRADEMARK

RECORDED: 02/02/2016 REEL: 006965 FRAME: 0499