

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485330

| | | | |
|-----------------------------------|---|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CBR SYSTEMS, INC. | | 08/06/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GOLUB CAPITAL MARKETS LLC, as first lien collateral agent | | |
| Street Address: | 666 Fifth Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10103 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3863166 | ACTIVEFLO | |
| Registration Number: | 4333489 | BANK WITH THE BEST | |
| Registration Number: | 3053556 | CBR | |
| Registration Number: | 2207827 | CBR CORD BLOOD REGISTRY | |
| Registration Number: | 4901195 | CBR CORD BLOOD REGISTRY | |
| Registration Number: | 2553256 | CBR SYSTEMS, INC. | |
| Registration Number: | 3843342 | CORD BLOOD EDUCATION CENTER | |
| Registration Number: | 3065179 | CORD BLOOD REGISTRY | |
| Registration Number: | 3829843 | CORDCUP | |
| Registration Number: | 3915134 | CORDPREP | |
| Registration Number: | 5060493 | LUSTRE | |
| Registration Number: | 5069637 | NEWBORN POSSIBILITIES | |
| Registration Number: | 3473931 | NEWBORN POSSIBILITIES PROGRAM | |
| Registration Number: | 5147354 | NEWBORN POSSIBILITIES PROGRAM | |
| Registration Number: | 3724322 | PREGNANCYWEEKLY | |
| Registration Number: | 3886315 | SOFTLOCK | |
| Registration Number: | 4135031 | CELLADVANTAGE | |
| Registration Number: | 4190174 | CORDBANKINGBASICS | |

OP \$515.00 3863166

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 4227296 | HEALTHY FUTURES BORN HERE |
| Registration Number: | 4227297 | SMART SCIENCE. HEALTHY FAMILIES. |

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.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
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: | 08/08/2018 |

Total Attachments: 11

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Trademark Security Agreement”), made by each of the Grantors (as defined below) in favor of GOLUB CAPITAL MARKETS LLC, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”), as defined in the First Lien Credit Agreement (as defined below). Capitalized terms used but not defined herein shall have the meanings set forth in the First Lien Credit Agreement.

W I T N E S S E T H:

WHEREAS, GI CHILL INTERMEDIATE LLC, a Delaware limited liability company (“Parent”), GI CHILL ACQUISITION LLC, a Delaware limited liability company (the “Borrower”, and, together with Parent and any other entity that may become a party hereto, each a “Grantor” and collectively, the “Grantors”), the Subsidiary Guarantors, the Lenders, , the Issuing Banks, and GOLUB CAPITAL MARKETS LLC, as administrative agent (in such capacity, the “Administrative Agent”), are party to that certain First Lien Credit Agreement dated as of August 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”); and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain First Lien Pledge and Security Agreement dated as of August 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the First Lien Credit Agreement, to induce Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First Lien Trademark Security Agreement, the term “Trademarks” shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, trade styles, designs, trade dress, logos, slogans and other source or business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations, recordings and applications filed in connection therewith, including registrations and applications in the PTO (or any successor or any similar

offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof; all Proceeds of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto; and all other rights accruing thereunder or pertaining thereto throughout the world;

provided, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Assets (including any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law.

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent pursuant to the First Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the First Lien Pledge and Security Agreement, the First Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement, in accordance with Section 6.13 of the First Lien Pledge and Security Agreement.

SECTION 5. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE

ARISING UNDER OR RELATED TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This First Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this First Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this First Lien Trademark Security Agreement.

SECTION 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE FIRST LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each Grantor has caused this FIRST LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

CBR SYSTEMS, INC.
CCB DEB, LLC
CALIFORNIA CRYOBANK LLC
CALIFORNIA CRYOBANK STEM CELL
SERVICES, LLC
CCB-NWC LLC
CCB-MCB LLC

By:



Name: Brian Rizkallah

Title: Chief Financial Officer

Accepted and Agreed:



GOLUB CAPITAL MARKETS LLC, as First Lien Collateral Agent

By: 


Name: Marc C. Robinson
Title: Managing Director


TRADEMARKS

Trademark Registrations and Applications

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Jurisdiction | Status | Current Owner of Record |
|--|------------------------------|-----------------------------|--------------|------------|-------------------------|
| ACTIVEFLO | 77917033/ Jan-21- 2010 | 3863166/ Oct-19- 2010 | USPTO | Registered | Cbr Systems, Inc. |
| BANK WITH THE BEST | 85274010/ Mar-22- 2011 | 4333489/ May-14- 2013 | USPTO | Registered | Cbr Systems, Inc. |
| CBR | 78453952/ Jul-21- 2004 | 3053556/ Jan-31- 2006 | USPTO | Registered | Cbr Systems, Inc. |
| CBR CORD BLOOD REGISTRY  (Stylized) | 74718588/ Aug-21- 1995 | 2207827/ Dec-08- 1998 | USPTO | Registered | Cbr Systems, Inc. |
| CBR CORD BLOOD REGISTRY (stylized)  | 86659399/ Jun-11- 2015 | 4901195/ Feb-16- 2016 | USPTO | Registered | Cbr Systems, Inc. |
| CBR SYSTEMS, INC. | 75716267/ May-27- 1999 | 2553256/ Mar-26- 2002 | USPTO | Registered | Cbr Systems, Inc. |
| CORD BLOOD EDUCATION CENTER | 77869522/ Nov-10- 2009 | 3843342/ Aug-31- 2010 | USPTO | Registered | Cbr Systems, Inc. |
| CORD BLOOD REGISTRY | 78453967/ Jul-21- 2004 | 3065179/ Mar-7- 2006 | USPTO | Registered | Cbr Systems, Inc. |
| CORDCUP | 77916997/ Jan-21- 2010 | 3829843/ Aug-03- 2010 | USPTO | Registered | Cbr Systems, Inc. |
| CORDPREP | 77916983/ Jan-21- 2010 | 3915134/ Feb-01- 2011 | USPTO | Registered | Cbr Systems, Inc. |

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Jurisdiction | Status | Current Owner of Record |
|----------------------------------|----------------------------|----------------------------|---------------------|---------------|--------------------------------|
| LUSTRE | 86656694/ Jun-09-2015 | 5060493/ Oct-11-2016 | USPTO | Registered | Cbr Systems, Inc. |
| NEWBORN POSSIBILITIES & Design | 86670021/ Jun-22-2015 | 5069637/ Oct-25-2016 | USPTO | Registered | Cbr Systems, Inc. |
| NEWBORN POSSIBILITIES PROGRAM | 78890255/ May-23-2006 | 3473931/ Jul-22-2008 | USPTO | Registered | Cbr Systems, Inc. |
| NEWBORN POSSIBILITIES PROGRAM | 86656710/ Jun-09-2015 | 5147354/ Feb-21-2017 | USPTO | Registered | Cbr Systems, Inc. |
| PREGNANCYWEEKLY | 77488115/ Jun-01-2008 | 3724322/ Dec-15-2009 | USPTO | Registered | Cbr Systems, Inc. |
| SOFTLOCK | 85021266/ Apr-22-2010 | 3886315/ Dec-07-2010 | USPTO | Registered | Cbr Systems, Inc. |
| CELLADVANTAGE | 85410084/ Aug-29-2011 | 4135031/ May-01-2012 | USPTO | Registered | Cbr Systems, Inc. |
| CORDBANKINGBASICS | 85502658/ Dec-22-2011 | 4190174/ Aug-14-2012 | USPTO | Registered | Cbr Systems, Inc. |
| HEALTHY FUTURES BORN HERE | 85405226/ Aug-23-2011 | 4227296/ Oct-16-2012 | USPTO | Registered | Cbr Systems, Inc. |
| SMART SCIENCE. HEALTHY FAMILIES. | 85405236/ Aug-23-2011 | 4227297/ Oct-16-2012 | USPTO | Registered | Cbr Systems, Inc. |
| ASSURED REFUND PLAN | 85542716/ 2/14/2012 | 4302970/ 3/12/2013 | USPTO | Registered | CCB DEB, LLC |
| CALIFORNIA CRYOBANK | 86104213/ 10/29/2013 | 4517862/ 4/22/2014 | USPTO | Registered | California Cryobank LLC |

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Jurisdiction | Status | Current Owner of Record |
|---|-------------------------|------------------------|--------------|------------|---|
|  | 78714837/ 9/16/2005 | 3224177/ 4/3/2007 | USPTO | Registered | California Cryobank LLC |
| CALIFORNIA CRYOBANK REPRODUCTIVE TISSUE SERVICES | 86113665/ 11/8/2013 | 4737470/ 5/19/2015 | USPTO | Registered | California Cryobank LLC |
| CALIFORNIA CRYOBANK STEM CELL SERVICES | 86089384/ 10/11/2013 | 4929989/ 4/5/2016 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| CORDBANCUSA | 86107857/ 11/1/2013 | 4834384/ 10/20/2015 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| CORD BLOOD ADVANTAGE | 86093089/ 10/16/2013 | 5010447/ 8/2/2016 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| DNA ADVANTAGE | 87636386/ 10/6/2017 | 5474629/ 5/22/2018 | USPTO | Registered | California Cryobank, LLC |
|  | 85542746/ 2/14/2012 | 4278464/ 1/22/2013 | USPTO | Registered | CCB DEB, LLC |
| DONOR LOOK-A-LIKES | 86104226/ 10/29/2013 | 4643710/ 11/25/2014 | USPTO | Registered | California Cryobank LLC |

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Jurisdiction | Status | Current Owner of Record |
|--|-------------------------|-----------------------|--------------|------------|---|
| FAMILY CORD BLOOD SERVICES | 85722129/ 9/6/2012 | 4479729/ 2/11/2014 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| FAMILYCORD | 77565801/ 9/9/2008 | 3618855/ 5/12/2009 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
|  FamilyCord <i>a California Cryobank Company</i> | 77565795/ 9/9/2008 | 3675504/ 9/1/2009 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| FAMILYCORDCN | 86089412/ 10/11/2013 | 4555148/ 6/24/2014 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| FAMILY TODAY & FAMILY TOMORROW | 86113690/ 11/8/2013 | 4551750/ 6/17/2014 | USPTO | Registered | California Cryobank LLC |
| LIFELINE | 86736787/ 8/25/2015 | 4932077/ 4/5/2016 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| LIPOCELLS | 86022863/ 7/29/2013 | 4686080/ 2/10/2015 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Jurisdiction | Status | Current Owner of Record |
|---|------------------------|------------------------|--------------|------------|--|
|  | 87399814/ 4/5/2017 | 5338887/ 11/21/2017 | USPTO | Registered | CCB-NWC LLC |
| CORCELL | 78269913/ 7/2/2003 | 2901663/ 11/9/2004 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| SAVING BABY'S CORD BLOOD | 78270365/ 7/3/2003 | 2962036/ 6/14/2005 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
|  | 86529195/ 2/9/2015 | 4925213/ 3/29/2016 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
|  | 77955591/ 3/10/2010 | 3922031/ 2/22/2011 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
|  | 77955612/ 3/10/2010 | 3922032/ 2/22/2011 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| CORD BLOOD AMERICA | 77955638/ 3/10/2010 | 3829867/ 8/3/2010 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Jurisdiction | Status | Current Owner of Record |
|--|-----------------------------|----------------------------|--------------|------------|---|
| CORD BLOOD AMERICA | 77955695/ 3/10/2010 | 3888291/ 12/7/2010 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
|  Collect-A-Cord | 85240010/ 2/11/2011 | 4124097/ 4/10/2012 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
|  Afford-A-Cord | 85240045/ 2/11/2011 | 4120536/ 4/3/2012 | USPTO | Registered | California Cryobank Stem Cell Services, LLC |
| SPERMCENTER | 77905614 05-JAN- 2010 | 3942750 12-APR- 2011 | USPTO | Registered | CALIFORNIA CRYOBANK LLC |
|  | 87620673/ 9/25/2017 | 5528286/ 7/31/2018 | USPTO | Registered | Manhattan CryoBank Inc. ¹ |
| MANHATTAN CRYOBANK | 87620664/ 9/25/2017 | 5484611/ 3/20/2018 | USPTO | Registered | Manhattan CryoBank Inc. ² |
|  | 87620679/ 9/25/2017 | 5490488/ 3/27/2018 | USPTO | Registered | Manhattan CryoBank Inc. ³ |

¹ Manhattan CryoBank Inc. assigned its interest in the trademark to CCB-MCB LLC on July 27, 2018. The assignment was filed with the USPTO on August 3, 2018.

² Manhattan CryoBank Inc. assigned its interest in the trademark to CCB-MCB LLC on July 27, 2018. The assignment was filed with the USPTO on August 3, 2018.

³ Manhattan CryoBank Inc. assigned its interest in the trademark to CCB-MCB LLC on July 27, 2018. The assignment was filed with the USPTO on August 3, 2018.