

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM485454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALIFORNIA CRYOBANK LLC		08/06/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION, as second lien collateral agent		
Street Address:	245 Park Avenue, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4517862	CALIFORNIA CRYOBANK	
Registration Number:	3224177	CALIFORNIA CRYOBANK	
Registration Number:	4737470	CALIFORNIA CRYOBANK REPRODUCTIVE TISSUE	
Registration Number:	5474629	DNA ADVANTAGE	
Registration Number:	4643710	DONOR LOOK-A-LIKES	
Registration Number:	4551750	FAMILY TODAY & FAMILY TOMORROW	
Registration Number:	3942750	SPERMCENTER	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	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		

OP \$190.00 4517862

SIGNATURE:	/atk/
DATE SIGNED:	08/09/2018
Total Attachments: 11 source=Chill - Second Lien Trademark Agreement Executed#page1.tif source=Chill - Second Lien Trademark Agreement Executed#page2.tif source=Chill - Second Lien Trademark Agreement Executed#page3.tif source=Chill - Second Lien Trademark Agreement Executed#page4.tif source=Chill - Second Lien Trademark Agreement Executed#page5.tif source=Chill - Second Lien Trademark Agreement Executed#page6.tif source=Chill - Second Lien Trademark Agreement Executed#page7.tif source=Chill - Second Lien Trademark Agreement Executed#page8.tif source=Chill - Second Lien Trademark Agreement Executed#page9.tif source=Chill - Second Lien Trademark Agreement Executed#page10.tif source=Chill - Second Lien Trademark Agreement Executed#page11.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 “Second Lien Trademark Security Agreement”), made by each of the Grantors (as defined below) in favor of OWL ROCK CAPITAL CORPORATION, as collateral agent (in such capacity, the “Second Lien Collateral Agent”), as defined in the Second Lien Credit Agreement (as defined below). Capitalized terms used but not defined herein shall have the meanings set forth in the Second 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 and OWL ROCK CAPITAL CORPORATION, as administrative agent (in such capacity, the “Administrative Agent”), are party to that certain Second Lien Term Loan Agreement dated as of August 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”); and

WHEREAS, in connection with the Second 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 Second 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 “Second Lien Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Credit Agreement, to induce Lenders 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 Second 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 Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Credit Agreement. For purposes of this Second 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 Second 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. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Second Lien Pledge and Security Agreement, the Second 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 Second Lien Trademark Security Agreement, in accordance with Section 6.13 of the Second Lien Pledge and Security Agreement.

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

ARISING UNDER OR RELATED TO THIS SECOND 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 Second 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 Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second 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 SECOND LIEN COLLATERAL AGENT PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND 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 SECOND LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE SECOND 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 SECOND 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: 

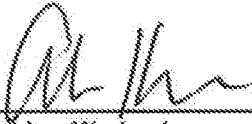
Name: Brian Rizkallah

Title: Chief Financial Officer

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION, as Assignee



By:

A handwritten signature in dark ink, appearing to read 'Alan Kirshenbaum', written over a horizontal line.



Name: Alan Kirshenbaum


Title: Authorized Signatory

TRADEMARKSTrademark 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
NWCRYOBANK	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
 CORCELL	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
 Manhattan CryoBank	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.

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