

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531469

<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		07/09/2019	Limited Liability Company: DELAWARE
Universal Family Insurance, LLC		07/09/2019	Limited Liability Company: MASSACHUSETTS
International Fertility Insurance Solutions, LLC		07/09/2019	Limited Liability Company: MASSACHUSETTS
Reproductive Possibilities LLC		07/09/2019	Limited Liability Company: NEW JERSEY
Surrogate Fund Management Limited Liability Company		07/09/2019	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABC Funding, LLC		
<b>Street Address:</b>	222 Berkley Street, 28th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</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>Registration Number:</b>	5666263	TOGETHER, WE MAKE PARENTHOOD POSSIBLE	
<b>Registration Number:</b>	5720653	REPRODUCTIVE POSSIBILITIES PUT YOUR DREA	
<b>Serial Number:</b>	88207204	C	
<b>Serial Number:</b>	88207199	CIRCLE SURROGACY & EGG DONATION	
<b>Serial Number:</b>	88207187	C CIRCLE	
<b>Serial Number:</b>	88207190	C CIRCLE SURROGACY & EGG DONATION	
<b>Serial Number:</b>	88207193	C	

CH \$340.00 4011943

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88091418	SFM SURROGATE FUND MANAGEMENT YOUR TRUST

**CORRESPONDENCE DATA**

**Fax Number:** 6172359492

*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:** 2125969167

**Email:** gary.lee@ropesgray.com

**Correspondent Name:** Gary Lee

**Address Line 1:** 1211 Avenue of the Americas

**Address Line 2:** Ropes & Gray LLP, 39th Floor

**Address Line 4:** New York, NEW YORK 10036-8704

<b>ATTORNEY DOCKET NUMBER:</b>	SPNH-090
<b>NAME OF SUBMITTER:</b>	Gary Lee
<b>SIGNATURE:</b>	/Gary Lee/
<b>DATE SIGNED:</b>	07/11/2019

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2019 (this “**Agreement**”), between Circle Surrogacy, LLC, a Delaware limited liability company, Universal Family Insurance LLC, a Massachusetts limited liability company, Reproductive Possibilities LLC, a New Jersey limited liability company, Surrogate Fund Management Limited Liability Company, a New Jersey limited liability company (each a “**Grantor**”) and ABC FUNDING, LLC, as Agent (as defined below).

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of July 9, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among CIRCLE FERTILITY, LLC, a Delaware limited liability company (the “**Borrower**”), NORTH STAR FERTILITY PARTNERS, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiaries of Holdings from time to time party thereto and ABC FUNDING, LLC, as administrative agent and collateral agent (in such capacities, the “**Agent**”) for the Secured Parties (as defined therein) and (b) the Credit Agreement, dated as of July 9, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the lenders from time to time party thereto (the “**Lenders**”) and the Agent.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby collaterally assigns and pledges to the Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of each Grantor’s Trademarks now owned or at any time hereafter acquired by it or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Counterparts. This 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 Agreement by facsimile or other electronic form (including .pdf file) shall be effective as delivery of a manually signed counterpart.


SECTION 5. Applicable Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CIRCLE SURROGACY, LLC

By:

  
Name: Steuart Botchford  
Title: Executive Director

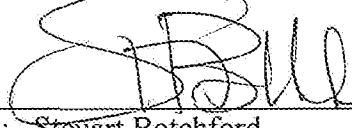
UNIVERSAL FAMILY INSURANCE,  
LLC

By:

  
Name: Steuart Botchford  
Title: Chief Executive Officer

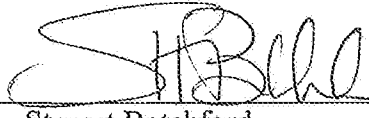
INTERNATIONAL FERTILITY  
INSURANCE SOLUTIONS, LLC

By:

  
Name: Steuart Botchford  
Title: Chief Executive Officer


REPRODUCTIVE POSSIBILITIES LLC

By:

  
Name: Steuart Botchford  
Title: Executive Director

SURROGATE FUND MANAGEMENT  
LIMITED LIABILITY COMPANY

By:

  
Name: Steuart Botchford  
Title: Chief Executive Officer

ABC FUNDING, LLC, as Administrative Agent  
and Collateral Agent

By: Summit Partners Credit Advisors, L.P.  
Its: Manager

By: 

Name: James Freeland

Title: Authorized Signatory

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006692 FRAME: 0206**

Schedule I

**Trademarks and Trademark Licenses**

<b>Citation</b>	<b>Source</b>	<b>Image</b>	<b>Owner Name</b>	<b>Registration Number</b>	<b>Status</b>
Circle Surrogacy	USPTO		Circle Surrogacy, LLC	<b>Reg 4011943</b>	Registered
Circle Surrogacy	USPTO	CIRCLE SURROGACY	Circle Surrogacy, LLC	<b>Reg 4012191</b>	Registered
Universal Family Insurance	USPTO		Universal Family Insurance, LLC	<b>Reg 4126575</b>	Registered
Universal Family Insurance	USPTO	UNIVERSAL FAMILY INSURANCE	Universal Family Insurance, LLC	<b>Reg 4126576</b>	Registered
Surrogacy Connections	USPTO	SURROGACY CONNECTIONS	International Fertility Insurance Solutions, LLC	<b>Reg 4589918</b>	Registered
Together, We Make Parenthood Possible	USPTO	TOGETHER, WE MAKE PARENTHOOD POSSIBLE	Circle Surrogacy, LLC	<b>Reg 5666263</b>	Registered
Reproductive Possibilities Put Your Dreams in Our Hands	USPTO		Reproductive Possibilities LLC	<b>Reg 5720653</b>	Registered

**Trademark Applications**

Citation	Source	Image	Owner Name	Application Number	Status
C	USPTO		Circle Surrogacy, LLC	88207204	Pending
CIRCLE SURROGACY & EGG DONATION	USPTO	CIRCLE SURROGACY & EGG DONATION	Circle Surrogacy, LLC	88207199	Pending
C Circle	USPTO		Circle Surrogacy, LLC	88207187	Pending
C CIRCLE SURROGACY & EGG DONATION	USPTO		Circle Surrogacy, LLC	88207190	Pending
C	USPTO		Circle Surrogacy, LLC	88207193	Pending
SFM Surrogate Fund Management Your Trust Is Everything	USPTO		Surrogate Fund Management Limited Liability Company	88091418	Pending