

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM552227

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CCB-Fertility Tech LLC		12/05/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Owl Rock Capital Corporation, as Second Lien Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 41st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88662474	DONOR APPLICATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	058516-0016		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	12/06/2019		
<b>Total Attachments: 6</b>			
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2019 (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.

CCB-FERTILITY TECH, LLC

By: 

Name: Brian Riskallah

Title: Chief Financial Officer

Accepted and Agreed:

**OWL ROCK CAPITAL CORPORATION**, as Second Lien Collateral Agent

By:

  
\_\_\_\_\_  
Name: Alex Waged  
Title: Authorized Signatory

**TRADEMARKS**

Trademark Registrations and Applications

<b>Mark</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Current Owner of Record</b>
DONOR APPLICATION	88662474 / October 21, 2019	N/A	USPTO	pending	CCB-Fertility Tech LLC