

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616317

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABC Funding, LLC		12/21/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Circle Surrogacy, LLC		
<b>Street Address:</b>	200 High Street, 6th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Universal Family Insurance, LLC		
<b>Street Address:</b>	200 High Street, 6th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>Name:</b>	International Fertility Insurance Solutions, LLC		
<b>Street Address:</b>	200 High Street, 6th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>Name:</b>	Reproductive Possibilities, LLC		
<b>Street Address:</b>	1 Paragon Drive, #160		
<b>City:</b>	Montvale		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07645		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>Name:</b>	Surrogate Fund Management Limited Liability Company		
<b>Street Address:</b>	1 Paragon Drive, #160		
<b>City:</b>	Montvale		

CH \$340.00 4011943

<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07645
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
<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
<b>Serial Number:</b>	88091418	SFM SURROGATE FUND MANAGEMENT YOUR TRUST

**CORRESPONDENCE DATA**

**Fax Number:** 6172359493

*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:** 6179517790

**Email:** ronald.duvernay@ropesgray.com

**Correspondent Name:** Ronald M. Duvernay

**Address Line 1:** Prudential Tower, 800 Boylston Street

**Address Line 2:** Ropes & Gray LLP

**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

<b>ATTORNEY DOCKET NUMBER:</b>	SPNH-090-001
<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay
<b>SIGNATURE:</b>	/r duvernay/
<b>DATE SIGNED:</b>	12/23/2020

**Total Attachments: 5**

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## **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (the “Release”), dated as of December 21, 2020, is made by ABC Funding LLC, as administrative agent (“Agent”) in favor of Circle Surrogacy, LLC, a Delaware limited liability company, Universal Family Insurance LLC, a Massachusetts limited liability company, International Fertility Insurance Solutions, LLC, a Massachusetts limited liability company, Reproductive Possibilities LLC, a New Jersey limited liability company and Surrogate Fund Management Limited Liability Company, a New Jersey limited liability company (each, a “Grantor” and collectively, the “Grantors”).

**WHEREAS**, pursuant to the Credit Agreement, dated as of July 9, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of October 11, 2019 and the Second Amendment and Limited Waiver to Credit Agreement, dated as of June 24, 2020, and as may be further amended, restated, supplemented or otherwise modified from time to time as of the date hereof, the “Credit Agreement”) by and among Circle Fertility, LLC, a Delaware limited liability company (the “Borrower”), North Star Fertility Holdings, LLC, a Delaware limited liability company (“Holdings”), the lenders from time to time party thereto (the “Lenders”) and the Agent, and pursuant to the Trademark Security Agreement dated as of July 2, 2019 (the “Trademark Security Agreement”), the Grantors have granted a continuing security interest in and continuing lien upon the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on November 9, 2019 at Reel 006692 and Frame 0203; and

**WHEREAS**, Agent (acting at the direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantors agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreement as the context may require.

**SECTION 2. Termination and Release.** The Agent (acting at the direction of the Lenders), for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO;

(c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and

(d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantors' counsel and the cost and expense of such documents and actions shall be borne solely by the Grantors.


This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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**IN WITNESS WHEREOF**, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**ABC FUNDING, LLC**  
as Agent

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

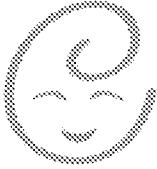


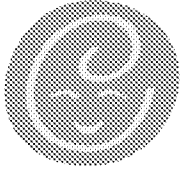

By:   
Name: James Freeland  
Title: Authorized Signatory

## Schedule A

### Trademarks and Trademark Licenses

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