

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Trademarks recorded at R/F 6408/0070

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as First Lien Collateral Agent		12/17/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CBR Systems, Inc.
Street Address:	611 Gateway Blvd
Internal Address:	Suite 820
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
Entity Type:	Corporation: 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

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Property Type	Number	Word Mark
Registration Number:	4190174	CORDBANKINGBASICS
Registration Number:	4227296	HEALTHY FUTURES BORN HERE
Registration Number:	4227297	SMART SCIENCE. HEALTHY FAMILIES.

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	053644-0164
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/21/2021

Total Attachments: 8

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 17, 2021 (the “Effective Date”), is made by GOLUB CAPITAL MARKETS LLC, as first lien collateral agent (in such capacity, the “Agent”), in favor of CBR SYSTEMS, INC., a Delaware corporation, CCB DEB, LLC, a Maryland limited liability company, CALIFORNIA CRYOBANK LLC, a California limited liability company, CALIFORNIA CRYOBANK STEM CELL SERVICES, LLC, a California limited liability company, CCB-NWC LLC, a California limited liability company, and CCB-MCB LLC, a New York limited liability company (each a “Grantor” and collectively, the “Grantors”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement by and among the Grantors, the Agent, and certain other parties, dated as of August 6, 2018 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered a First Lien Trademark Security Agreement, dated as of August 6, 2018 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on August 8, 2018 at Reel/Frame 6408/0070 (with respect to CBR Systems, Inc.), at Reel/Frame 6408/0083 (with respect to CCB DEB, LLC), at Reel/Frame 6408/0103 (with respect to California Cryobank LLC), at Reel/Frame 6427/0288 (with respect to California Cryobank Stem Cell Services, LLC), at Reel/Frame 6408/0176 (with respect to CCB-NWC LLC), and at Reel/Frame 6408/0116 (with respect to CCB-MCB LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (i) all Trademarks of such Grantor, including all goodwill associated therewith or symbolized thereby, and including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule A hereto; and (ii) 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 then or thereafter due and/or payable with respect thereto; and all other rights accruing thereunder or pertaining thereto throughout the world; but excluding any Excluded Assets (collectively, the “Trademark Collateral”);

WHEREAS, the Grantors have requested the Agent to release the Security Interest in the Trademark Collateral.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor, or any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

GOLUB CAPITAL MARKETS LLC, as First Lien
Collateral Agent

By:  _____

Name: Robert G. Tuchscherer

Title: Senior Managing Director

[Signature Page –Release of First Lien Security Interest in Trademarks]

RECORDED: 12/21/2021

TRADEMARK
REEL: 007537 FRAME: 0085