

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks recorded at R/F 6408/0801		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Owl Rock Capital Corporation, as Second Lien Collateral Agent		12/17/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	CCB-NWC LLC		
Street Address:	11915 La Grange Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5338887	NWCRYOBANK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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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TRADEMARK

REEL: 007537 FRAME: 0158

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 17, 2021 (the “Effective Date”), is made by OWL ROCK CAPITAL CORPORATION, as second 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 Second 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 Second 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 9, 2018 at Reel/Frame 6408/0719 (with respect to CBR Systems, Inc.), at Reel/Frame 6408/0750 (with respect to CCB DEB, LLC), at Reel/Frame 6408/0763 (with respect to California Cryobank LLC), at Reel/Frame 6408/0783 (with respect to California Cryobank Stem Cell Services, LLC), at Reel/Frame 6408/0801 (with respect to CCB-NWC LLC), and at Reel/Frame 6425/0623 (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.

OWL ROCK CAPITAL CORPORATION, as
Second Lien Collateral Agent

By: 
Name: Adam Forchheimer
Title: Authorized Signatory

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