

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle Surrogacy, LLC		12/28/2021	Limited Liability Company: DELAWARE
Universal Family Insurance LLC		12/28/2021	Limited Liability Company: MASSACHUSETTS
Reproductive Possibilities LLC		12/28/2021	Limited Liability Company: NEW JERSEY
Surrogate Fund Management Limited Liability Company		12/28/2021	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP, as Agent		
Street Address:	600 5th Avenue, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4011943	CIRCLE S U R R O G A C Y	
Registration Number:	4012191	CIRCLE SURROGACY	
Registration Number:	4126575	UNIVERSAL FAMILY INSURANCE	
Registration Number:	4126576	UNIVERSAL FAMILY INSURANCE	
Registration Number:	5666263	TOGETHER, WE MAKE PARENTHOOD POSSIBLE	
Registration Number:	5804621	C	
Registration Number:	5804620	CIRCLE SURROGACY & EGG DONATION	
Registration Number:	5804617	C CIRCLE	
Registration Number:	5804618	C CIRCLE SURROGACY & EGG DONATION	
Registration Number:	5804619	C	
Registration Number:	6071351	INTERNATIONAL FERTILITY INSURANCE	
Registration Number:	5720653	REPRODUCTIVE POSSIBILITIES PUT YOUR DREA	
Registration Number:	5848865	SFM SURROGATE FUND MANAGEMENT YOUR TRUST	
Serial Number:	90706700	ORIGIN FINANCE	

TRADEMARK

REEL: 007543 FRAME: 0143

900665878

CH \$415.00 4011943

Property Type	Number	Word Mark
Serial Number:	90642768	REPRODUCTIVE POSSIBILITIES
Serial Number:	90634186	PUT YOUR DREAMS IN OUR HANDS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	30024.028
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/28/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Adams Street Credit Advisors LP (“Adams Street”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 28, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Circle Acquisition LLC, a Delaware limited liability company (the “Initial Borrower”), and after giving effect to the Closing Date Acquisition, the Initial Borrower, North Star Fertility Holdings, LLC, a Delaware limited liability company (“North Star Fertility Holdings”), each Person listed on Schedule A attached thereto, and each other Person who becomes a Borrower under the Credit Agreement by execution of a joinder or similar acknowledgement thereto (each a “Borrower” and, collectively, the “Borrowers”), Circle Intermediate LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Adams Street, as Agent for the Secured Parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WHEREAS, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein.

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 28, 2021 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower.

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 2. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or

performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

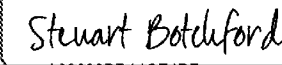
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CIRCLE SURROGACY, LLC
UNIVERSAL FAMILY INSURANCE LLC
REPRODUCTIVE POSSIBILITIES LLC
SURROGATE FUND MANAGEMENT
LIMITED LIABILITY COMPANY, as
Grantors**

DocuSigned by:

By: 

Name: Steuart Botchford

Title: Executive Director

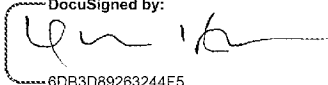
ACKNOWLEDGED AND AGREED

as of the date first above written:

ADAMS STREET CREDIT ADVISORS LP, as Agent

By: Adams Street Credit Advisors GP LLC, its general partner

By: Adams Street Partners, LLC, its member

By: 
6DB3D89263244F5...
Name: Quintin I. Kevin
Title: Executive Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations

Mark	Reg. No.	Reg. Date	Grantor
	4011943	August 16, 2011	Circle Surrogacy, LLC
CIRCLE SURROGACY	4012191	August 16, 2011	Circle Surrogacy, LLC
	4126575	April 10, 2012	Universal Family Insurance LLC
UNIVERSAL FAMILY INSURANCE	4126576	April 10, 2012	Universal Family Insurance LLC
TOGETHER, WE MAKE PARENTHOOD POSSIBLE	5666263	January 29, 2019	Circle Surrogacy, LLC
	5804621	July 16, 2019	Circle Surrogacy, LLC
CIRCLE SURROGACY & EGG DONATION	5804620	July 16, 2019	Circle Surrogacy, LLC
	5804617	July 16, 2019	Circle Surrogacy, LLC
	5804618	July 16, 2019	Circle Surrogacy, LLC
	5804619	July 16, 2019	Circle Surrogacy, LLC

INTERNATIONAL FERTILITY INSURANCE	6071351	June 2, 2020	Circle Surrogacy, LLC
REPRODUCTIVE POSSIBILITIES PUT YOUR DREAMS IN OUR HANDS.	5720653	May 24, 2019	Reproductive Possibilities, LLC
SFM SURROGATE FUND MANAGEMENT YOUR TRUST IS EVERYTHING.	5848865	May 24, 2019	Surrogate Fund Management Limited Liability Company

United States Trademark Applications

Mark	Appl. No.	Filing Date	Grantor
ORIGIN FINANCE	90706700	May 12, 2021	Circle Surrogacy, LLC
REPRODUCTIVE POSSIBILITIES	90642768	April 13, 2021	Reproductive Possibilities, LLC
PUT YOUR DREAMS IN OUR HANDS	90634186	April 9, 2021	Reproductive Possibilities, LLC