

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Star Fertility Partners, LLC		09/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP		
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: 3			
Property Type	Number	Word Mark	
Registration Number:	6598422	FERTILITY CONCIERGE	
Registration Number:	5044124	DONOR CONCIERGE	
Registration Number:	6429250	TULIP FERTILITY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Yee-Chung Chen		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	30024.028		
NAME OF SUBMITTER:	Yee-Chung Chen		
SIGNATURE:	/Yee-Chung Chen/		
DATE SIGNED:	09/08/2023		
Total Attachments: 6			
source=Circle-Donor Concierge - Trademark Security Agreement#page1.tif			

CH \$90.00 6598422

source=Circle-Donor Concierge - Trademark Security Agreement#page2.tif
source=Circle-Donor Concierge - Trademark Security Agreement#page3.tif
source=Circle-Donor Concierge - Trademark Security Agreement#page4.tif
source=Circle-Donor Concierge - Trademark Security Agreement#page5.tif
source=Circle-Donor Concierge - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2023, is made by the entity listed on the signature pages hereof (the “Grantor”), 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, 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 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, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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, the Grantor hereby agrees with Agent as follows:

Section 1. Grant of Security Interest in Trademark Collateral. The 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 the 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 the 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 the 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 Grantor. At the

request of the Grantor following any such termination, Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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,

NORTH STAR FERTILITY PARTNERS, LLC,
a Delaware limited liability company, as Grantor

DocuSigned by:

By: Steuart Botchford

Name: Steuart Botchford

Title: Executive Director

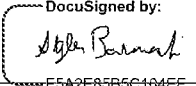
ACKNOWLEDGED AND AGREED

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:  _____
Name: Stephen Baranowski
Title: Executive Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations

Mark	Reg. No.	Reg. Date	Grantor
FERTILITY CONCIERGE	6598422	December 21, 2021	North Star Fertility Partners, LLC, a Delaware limited liability company
DONOR CONCIERGE	5044124	September 20, 2016	North Star Fertility Partners, LLC, a Delaware limited liability company
TULIP FERTILITY	6429250	July 20, 2021	North Star Fertility Partners, LLC, a Delaware limited liability company

United States Trademark Applications

None.