

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM531516

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
White Oak Global Advisors, LLC, as Administrative Agent		07/03/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Circle Surrogacy, LLC
Street Address:	200 High Street
Internal Address:	6th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE
Name:	Surrogacy Connections, LLC
Street Address:	200 High Street
Internal Address:	6th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Corporation: MASSACHUSETTS <i>LIMITED LIABILITY COMPANY</i>
Name:	Universal Family Insurance LLC
Street Address:	200 High Street
Internal Address:	6th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: MASSACHUSETTS

OP \$140.00 4011943

PROPERTY NUMBERS Total: 5

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

Property Type	Number	Word Mark
Registration Number:	4589918	SURROGACY CONNECTIONS

CORRESPONDENCE DATA

Fax Number: 2132897727

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: 2134262623

Email: meason@goodwinlaw.com

Correspondent Name: Michele Eason/Goodwin Procter LLP

Address Line 1: 601 S Figueroa St 41st Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Michele A. Eason
SIGNATURE:	/s/ Michele A. Eason
DATE SIGNED:	07/11/2019

Total Attachments: 4

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RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“**Release**”) is made and effective as of July 3, 2019 and granted by **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, as administrative agent (the “**Administrative Agent**”) for the Lenders (as defined below) party to the Loan Agreement (as defined below), in favor of **CIRCLE SURROGACY, LLC**, a Delaware limited liability company, **SURROGACY CONNECTIONS, LLC**, a Massachusetts limited liability company, and **UNIVERSAL FAMILY INSURANCE LLC**, a Massachusetts limited liability company (collectively, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of September 15, 2017 (as amended, restated, renewed, substituted or otherwise modified from time to time, the “**Loan Agreement**”) among the Grantors, the other Persons named therein as Loan Parties, the Administrative Agent and the Persons signatory thereto from time to time as Lenders, the Grantors executed and delivered to the Administrative Agent (i) that certain Grant of Security Interest in Trademarks dated as of September 15, 2017 by the Grantors in favor of the Administrative Agent (as amended, restated, renewed, substituted or otherwise modified from time to time, the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Administrative Agent for the ratable benefit of itself and the other Lenders (collectively, the “**Secured Parties**”) a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6154, Frame 0496 on September 18, 2017; and

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Administrative Agent and the other Secured Parties may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.



2. Further Assurances. Administrative Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Owner	Mark	Jurisdiction	Registration Number
Circle Surrogacy, LLC		USA	4011943
Circle Surrogacy, LLC	CIRCLE SURROGACY	USA	4012191
Universal Family Insurance LLC		USA	4126575
Universal Family Insurance LLC	UNIVERSAL FAMILY INSURANCE	USA	4126576
Surrogacy Connections, LLC	SURROGACY CONNECTIONS	USA	4589918