

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 6223/0155		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varagon Capital Partners Agent LLC		07/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	My Egg Bank North America, LLC		
Street Address:	4828 Loop Central Drive, Ste 900		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77081		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4084694	MY EGG BANK	
Registration Number:	4084632	FROZEN EGG ADVANTAGE	
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:	Mark Katz		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	24788-011		
NAME OF SUBMITTER:	Mark Katz		
SIGNATURE:	/Mark Katz/		
DATE SIGNED:	07/21/2022		
Total Attachments: 3			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of July 20, 2022 (this “Release”), is made by **Varagon Capital Partners Agent LLC**, acting in its capacity as agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, the “Agent”) under that certain Trademark Security Agreement, dated as of December 7, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between **My Egg Bank North America, LLC** (the “Grantor”) and the Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on December 7, 2017 at reel 006223, frame 0155, the Grantor granted to the Agent a continuing security interest in all of the Grantor’s right, title and interest in, to and under its owned or thereafter acquired trademarks, including those set forth on the attached Schedule I (the “Trademark Collateral”);

WHEREAS, pursuant to that certain Payoff Letter, dated as of date hereof, by and between the Grantor, the other signatories party thereto and the Agent, the Grantor has requested and the Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Agent in the Trademark Collateral. The Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Agent’s security interests in the Trademark Collateral.


THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

AGENT:

**VARAGON CAPITAL PARTNERS AGENT,
LLC, as Agent**

By: VARAGON CAPITAL PARTNERS, L.P.,
its Sole Member

By:  _____

Name: Evan Seidenberg

Title: Principal

SCHEDULE I

Trademark Collateral

Trademark	Country	Status	Filing Date	Application No.	Issue Date	Registration No.	Owner
MY EGG BANK	United States	Registered	8/31/2010	85/119,705	1/10/2012	4084694	My Egg Bank North America, LLC
FROZEN EGG ADVANTAGE	United States	Registered	7/8/2010	85/080,460	1/10/2012	4084632	My Egg Bank North America, LLC