

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality IP Holdings, LLC		07/31/2019	Limited Liability Company:
JBCO IP Holdings, LLC		07/31/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86935454	ERIKSON BIOSCIENCE	
Serial Number:	88310456	MATERNITY THERAPEUTICS	
Serial Number:	88310399	MATERNITY THERAPEUTICS	
Serial Number:	87809367	NOURICHE FERTILITY	
Serial Number:	85514063	BODYLAB	
Serial Number:	86444073	BODYLAB FOR EVERY WOMAN	
Serial Number:	88193653	BODYLAB	
CORRESPONDENCE DATA			
Fax Number:	3104074090		
<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:	3104704000		
Email:	rsmith@ktbslaw.com		
Correspondent Name:	Klee Tuchin Bogdanoff & Stern LLP		
Address Line 1:	1999 Avenue of the Stars, 39th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90049		
NAME OF SUBMITTER:	Robert Smith		
SIGNATURE:	/rjs/		

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DATE SIGNED:	08/02/2019
Total Attachments: 3 source=BR - Assignment for Security -- Trademarks (July 2019) [Execution Version]#page1.tif source=BR - Assignment for Security -- Trademarks (July 2019) [Execution Version]#page2.tif source=BR - Assignment for Security -- Trademarks (July 2019) [Execution Version]#page3.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, the undersigned parties (collectively, the "Assignors") have adopted, used and is using, and holds all right, title and interest in and to, the trademarks listed on the attached Schedule A, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Assignor is, or has been joined as a, party to that certain Pledge and Security Agreement, dated November 28, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

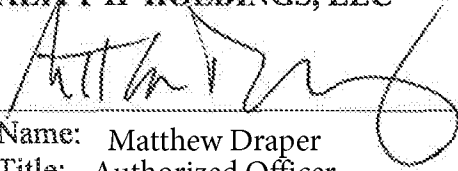
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 31, 2019.

JBCO IP HOLDINGS, LLC
QUALITY IP HOLDINGS, LLC

By: 
Name: Matthew Draper
Title: Authorized Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Entity	Trademark	Serial Number
Quality IP Holdings, LLC	ERIKSON BIOSCIENCE	86935454
Quality IP Holdings, LLC	MATERNITY THERAPEUTICS	88310456
Quality IP Holdings, LLC	MATERNITY THERAPEUTICS	88310399
Quality IP Holdings, LLC	NOURICHE FERTILITY	87809367
JBCO IP Holdings, LLC	BODYLAB	85514063
JBCO IP Holdings, LLC	BODYLAB FOR EVERY WOMAN	86444073
JBCO IP Holdings, LLC	BODYLAB	88193653