

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INVENTIV HEALTH, INC.		10/16/2014	CORPORATION: DELAWARE
Adheris, Inc.		10/16/2014	CORPORATION: DELAWARE
Palio + Ignite, LLC		10/16/2014	LIMITED LIABILITY COMPANY: OHIO
The Selva Group, LLC		10/16/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	86193173	ADHERISHEALTH	
Serial Number:	86182726	ADHERIS HEALTH	
Serial Number:	86305641	PALIO+IGNITE	
Serial Number:	86314670	INTERLOGIX	
Serial Number:	86106071	INVENTIV HEALTH CLINICAL	
Serial Number:	86106070	INVENTIV HEALTH CLINICAL	
Serial Number:	86067155	INVENTIV COMMERCIAL INCITE	
Serial Number:	86112593	INFINITE PLATFORM	
Registration Number:	3792515	DYNAMIC ADHERENCE	
Registration Number:	4188125	ENGAGING INSIGHTS. HEALTHIER OUTCOMES.	
Registration Number:	3694006	EPATIENTLINK	
Registration Number:	4100261	HEALTH & WELLNESS CONSUMER JOURNEY	
Registration Number:	4078238	HEALTH CONSUMER JOURNEY	
Registration Number:	2232893	HEALTH RESOURCE	
Registration Number:	4299221	MEMBERLINK	
Registration Number:	2664875	NUTRIENT NEWS	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3639480	NUTRIENT NEWS
Registration Number:	4079503	PATIENT JOURNEY
Registration Number:	3924183	PATIENT LINK
Registration Number:	3532406	PATIENTLINK
Registration Number:	3591238	PATIENTLINK CONSUMER HEALTH MEDIA
Registration Number:	3484922	PATIENTLINKIQ
Registration Number:	3944365	PATIENTLINKMC
Registration Number:	2624986	PHARMAWARE
Registration Number:	4208118	PRESCRIBER CENTRIC TARGETING
Registration Number:	4299175	PRESCRIBERLINK
Registration Number:	3944366	ADHERENCE REWARDS
Registration Number:	3805054	INTEGRATED ADHERENCE
Registration Number:	2641121	NEVER BE FORGOTTEN
Registration Number:	3380928	SELVA INSIGHT

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127353000

Email: justin.selle@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Elaine D. Ziff, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 525360/1509

NAME OF SUBMITTER: Elaine D. Ziff

SIGNATURE: /eziff/

DATE SIGNED: 11/13/2014

Total Attachments: 8

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

dated as of

October 16, 2014

Among

THE GRANTORS IDENTIFIED HEREIN

And

**CITIBANK, N.A.,
as Administrative Agent**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO CITIBANK, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE ABL INTERCREDITOR AGREEMENT DATED AS OF AUGUST 16, 2013 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "ABL INTERCREDITOR AGREEMENT"), AMONG THE ADMINISTRATIVE AGENT, AS ABL AGENT, CITIBANK, N.A., AS CREDIT AGREEMENT AGENT, WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES AGENT, EACH ADDITIONAL FIRST LIEN AGENT (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT) FROM TIME TO TIME PARTY THERETO AND THE GRANTORS (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT) FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ABL INTERCREDITOR AGREEMENT AND THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE ABL INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2014, by the Grantor listed on the signature page hereto (the “Grantor”), in favor of CITIBANK, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of August 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-stopped (including by “grandfathering” into any future credit facilities), in

each case, on terms reasonably satisfactory to the relevant L/C Issuer in its reasonable discretion, or having expired or having been terminated, and the Aggregate Commitments having expired or having been terminated and the termination of the Security Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic transmission (including via emailed pdf or similar file) of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as an original executed counterpart of this Trademark Security Agreement.

SECTION 6. ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, are subject to the provisions of the ABL Intercreditor Agreement dated as of August 16, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "ABL Intercreditor Agreement"), among the Administrative Agent, as ABL Agent, Citibank, N.A., as Credit Agreement Agent, Wilmington Trust, National Association, as Notes Agent, each Additional First Lien Agent (as defined in the ABL Intercreditor Agreement) from time to time party thereto and the Grantors (as defined in the ABL Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.


[Signature pages follow.]

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.

INVENTIV HEALTH, INC.


By: 
Name: Eric Sherbet
Title: General Counsel and Secretary

ADHERIS, INC.
PALIO + IGNITE, LLC
THE SELVA GROUP, LLC

By: 
Name: Eric Sherbet
Title: Vice President and Secretary

[Trademark Security Agreement]

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Justin McMahon
Title: Vice President

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Registered Owner	Service Mark / Trademark	Registration/ Application No.
Adheris, Inc.	AdherisHealth	Application No.: 86/193,173
Adheris, Inc.	ADHERIS HEALTH	Application No.: 86/182,726
inVentiv Health, Inc.	PALIO IGNITE	Application No.: 86/305,641
inVentiv Health, Inc.	INTERLOGIX	Application No.: 86/314,670
inVentiv Health, Inc.	INVENTIV HEALTH CLINICAL	Application No.: 86/106,071
inVentiv Health, Inc.	INVENTIV HEALTH CLINICAL (and Design)	Application No.: 86/106,070
inVentiv Health, Inc.	INVENTIV COMMERCIAL INCITE	Application No.: 86/067,155
inVentiv Health, Inc.	INFINITE PLATFORM (Stylized)	Application No.: 86/112,593
inVentiv Health, Inc.	DYNAMIC ADHERENCE	Registration No.: 3,792,515
inVentiv Health, Inc.	ENGAGING INSIGHTS, HEALTHIER OUTCOMES	Registration No.: 4,188,125
inVentiv Health, Inc.	ePatientLink	Registration No.: 3,694,006
inVentiv Health, Inc.	HEALTH & WELLNESS CONSUMER JOURNEY	Registration No.: 4,100,261
inVentiv Health, Inc.	HEALTH CONSUMER JOURNEY	Registration No.: 4,078,238
inVentiv Health,	HEALTH RESOURCE	Registration No.:

Registered Owner	Service Mark / Trademark	Registration/ Application No.
Inc.		2,232,893
inVentiv Health, Inc.	MEMBERLINK	Registration No.: 4,299,221
inVentiv Health, Inc.	NUTRIENT NEWS	Registration No.: 2,664,875
inVentiv Health, Inc.	NUTRIENT NEWS	Registration No.: 3,639,480
inVentiv Health, Inc.	PATIENT JOURNEY	Registration No.: 4,079,503
inVentiv Health, Inc.	PATIENT LINK	Registration No.: 3,924,183
inVentiv Health, Inc.	PATIENT LINK	Registration No.: 3,532,406
inVentiv Health, Inc.	PatientLink Consumer Health Media (and Design)	Registration No.: 3,591,238
inVentiv Health, Inc.	PatientLinkIQ	Registration No.: 3,484,922
inVentiv Health, Inc.	PatientLinkMC	Registration No.: 3,944,365
inVentiv Health, Inc.	PHARMAWARE	Registration No.: 2,624,986
inVentiv Health, Inc.	PRESCRIBER CENTRIC TARGETING	Registration No.: 4,208,118
inVentiv Health, Inc.	PrescriberLink	Registration No.: 4,299,175
inVentiv Health, Inc.	ADHERENCE REWARDS	Registration No.: 3,944,366
inVentiv Health, Inc.	INTEGRATED ADHERENCE	Registration No.: 3,805,054
Palio + Ignite, LLC	NEVER BE FORGOTTEN	Registration No.: 2,641,121

Registered Owner	Service Mark / Trademark	Registration/ Application No.
The Selva Group, LLC	Selva Insight	Registration No.: 3,380,928