

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOPHARM COMMUNICATIONS, LLC		04/17/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CRESCENT DIRECT LENDING, LLC		
Street Address:	One Post Office Square		
Internal Address:	36th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3547393	CLINCASES	
Registration Number:	3967815	CLINTOPICS	
Registration Number:	3948701	MEDCONGRESS INSIGHTS	
Registration Number:	3924068	CLINCAST	
Registration Number:	4210569	CLINTAGS	
Registration Number:	3533603	HCP INSIGHTS	
Registration Number:	4654482	FORMULARY FACTS	
Serial Number:	86546683	BIOPHARM COMMUNICATIONS	
Serial Number:	86559257	INTELLICAST	
Serial Number:	86560246	INTELLIMEASURE	
Serial Number:	86559258	INTELLIMIX	
Serial Number:	86559255	INTELLIPLAN	
Serial Number:	86559260	INTELLITRACK	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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>			

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Phone: 203.353.6841
Email: laura.hays@lockelord.com
Correspondent Name: LOCKE LORD, LLP
Address Line 1: P.O. BOX 55874
Address Line 4: BOSTON, MASSACHUSETTS 02205

ATTORNEY DOCKET NUMBER: 316687-0006

NAME OF SUBMITTER: Laura Hays

SIGNATURE: /Laura Hays/

DATE SIGNED: 04/24/2015

Total Attachments: 5

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**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, modified, restated, or supplemented from time to time, this "Agreement") is made as of April 17, 2015, by BIOPHARM COMMUNICATIONS, LLC, a New Jersey limited liability company ("Debtor"), to and with CRESCENT DIRECT LENDING, LLC, a national banking association (the "Agent").

RECITALS

A. Debtor is the borrower under the terms of, or in respect to Obligations described in, that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof (as further amended, modified, restated, or supplemented from time to time, the "Credit Agreement") by and among Debtor, as borrower, Biopharm Parent Holding, Inc. a Delaware corporation ("Parent"), Biopharm Holding Corp., a Delaware corporation ("Holdings"), the Agent and the Lenders from time to time party thereto.

B. Debtor has executed and delivered to the Agent a certain Security Agreement of even date herewith, as the same may be amended, renewed, reaffirmed, restated or extended from time to time (the "Security Agreement") by and among the Debtor, Parent, and Holdings, as debtors, and the Agent.

C. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Agent under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Credit Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Obligations (as defined in the Credit Agreement), Debtor hereby grants to the Agent (for the benefit of the Lenders) a continuing security interest in and lien on all of such Debtor's right title and interest, whether now existing or hereafter arising or acquired, in and to the Trademarks (as defined in the Security Agreement), including but not limited to the registered Trademarks listed on Exhibit A attached hereto (the "Collateral"). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (including "PDF") transmission shall be effective as delivery of a manually executed counterpart hereof.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

BIOPHARM COMMUNICATIONS, LLC

By: Jeffrey N. Persinger
Name: Jeffrey N. Persinger
Title: Chief Executive Officer

CRESCENT DIRECT LENDING, LLC

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

BIOPHARM COMMUNICATIONS, LLC

By: _____
Name: Jeffrey N. Persinger
Title: Chief Executive Officer

CRESCENT DIRECT LENDING, LLC

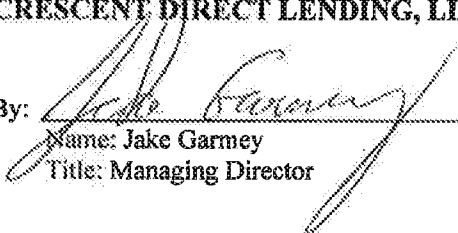
By:  _____
Name: Jake Garmey
Title: Managing Director

EXHIBIT A

Trademark and Service Mark Registrations:

<u>Name</u>	<u>Trademark Number</u>	<u>Registration Date</u>
CLINCASES	3547393	December 16, 2008
CLINTOPICS	3967815	May 24, 2011
MEDCONGRESS INSIGHTS	3948701	April 19, 2011
CLINCAST	3924068	February 22, 2011
CLINTAGS	4210569	September 18, 2012
HCP INSIGHTS	3533603	November 18, 2008
FORMULARY FACTS	4654482	December 9, 2014

Trademark Applications:

<u>Name</u>	<u>Application Number</u>	<u>Application Date</u>
BIOPHARM COMMUNICATIONS	86/546683	February 26, 2015
INTELLICAST	86/559257	March 10, 2015
INTELLIMEASURE	86/560246	March 11, 2015
INTELLIMIX	86/559258	March 10, 2015
INTELLIPLAN	86/559255	March 10, 2015
INTELLITRACK	86/559260	March 10, 2015