

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIOCLINICA, INC.		09/18/2015	CORPORATION: DELAWARE
SYNARC INC.		09/18/2015	CORPORATION: DELAWARE
ACCESS TO PATIENTS, LLC		09/18/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
MEDICIGROUP, INC.		09/18/2015	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON, AS COLLATERAL AGENT
Street Address:	2001 BRYAN STREET
Internal Address:	10TH FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4123928	C
Registration Number:	3762371	RADPHARM
Registration Number:	3584675	PLUG-AND-PROCESS
Registration Number:	3596118	CLINBUS
Registration Number:	3819389	BIOCLINICA
Registration Number:	1912827	BONA FIDE
Registration Number:	1815244	
Serial Number:	86000857	STUDYVIEW
Registration Number:	2491153	SYNARC
Registration Number:	3213204	SYNAFLEXER
Registration Number:	3372606	
Registration Number:	4252985	AP
Registration Number:	4252961	A2P
Registration Number:	4735643	WORLDS APART, PURPLE TOGETHER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4160281	TEAM EPILEPSY
Registration Number:	3987441	STUDYCOORDINATOR.NET
Registration Number:	4047753	MAGIC CALCULATOR
Registration Number:	4018286	L2FU
Registration Number:	3306604	SCORE
Registration Number:	3238084	PROTOCOL
Registration Number:	2956002	CENTER FOR PATIENT RECRUITMENT
Registration Number:	3867150	HEAD START TO RECRUITMENT
Registration Number:	3472130	IT TAKES A T.E.A.M.
Registration Number:	3471207	YOU'RE THE KEY
Registration Number:	3461855	ADAPT
Registration Number:	3864845	MEDICIGLOBAL
Registration Number:	2515932	STUDY SEMINARS
Registration Number:	2445248	VIP
Registration Number:	2360017	CTIP
Registration Number:	2131963	MEDICIGROUP

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	55943.002
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/18/2015

Total Attachments: 8
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Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of September 18, 2015, (this “**Agreement**”), among BIOCLINICA, INC., a Delaware corporation, SYNARC INC., a Delaware corporation, ACCESS TO PATIENTS, LLC, a Pennsylvania limited liability company, and MEDICIGROUP, INC., a Pennsylvania corporation (the “**Grantors**” and each a “**Grantor**”) and THE BANK OF NEW YORK MELLON, as Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Synarc-BioCore Holdings, LLC, (the “**Issuer**”), WSHP JLL Intermediate, LLC (“**Holdings**”), the Investors party thereto (in each case, as defined in the Notes Purchase Agreement), The Bank of New York Mellon, as Note Agent (together with its successors and assigns, the “**Note Agent**”), and the Collateral Agent entered into the Notes Purchase Agreement, dated as of September 18, 2015 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Notes Purchase Agreement**”), and the Investors have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Notes Purchase Agreement conditioned upon, among other things, the execution and delivery of this Agreement; and

WHEREAS, in connection with the Notes Purchase Agreement, the Grantors executed that First Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”), dated as of September 18, 2015, among the Issuer, Holdings, the other Subsidiary Parties named therein and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Investors to purchase the Notes under the Notes Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby make, covenant and agree with the Collateral Agent for the benefit of the Secured Parties as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Notes Purchase Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantors, pursuant to the Security Agreement, hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantors arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law; Waiver of Jury Trial. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE SECURED CREDITORS AND EACH GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE SECURED CREDITORS OR SUCH CREDIT PARTY IN CONNECTION THEREWITH. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER NOTE DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY HERETO ENTERING INTO THIS AGREEMENT.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

SECTION 7. Incorporation of Rights. Each of the parties hereto acknowledges and agrees that the Collateral Agent shall be afforded all of the rights, privileges, protections, indemnities and immunities afforded to it under the Notes Purchase Agreement, in connection with its execution of this Agreement and the performance of its duties hereunder.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BIOCLINICA, INC.,

as a Grantor

By: _____



Name: David Peters

Title: Secretary & Treasurer

SYNARC INC.,

as a Grantor

By: _____



Name: David Peters

Title: Secretary & Treasurer

MEDICIGROUP, INC.,

as a Grantor

By: _____

Name: Elizabeth A. Moench

Title: President and Chief Executive Officer

ACCESS TO PATIENTS, LLC,

as a Grantor

By: _____

Name: Elizabeth A. Moench

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

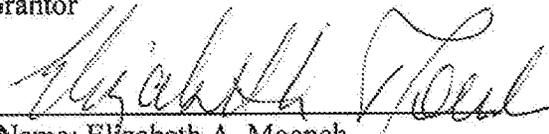
BIOCLINICA, INC.,
as a Grantor

By: _____
Name: David Peters
Title: Secretary & Treasurer

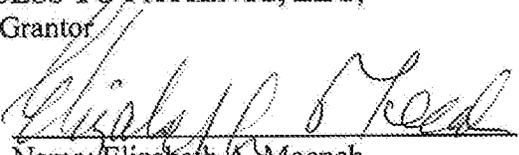
SYNARC INC.,
as a Grantor

By: _____
Name: David Peters
Title: Secretary & Treasurer

MEDICIGROUP, INC.,
as a Grantor

By: 
Name: Elizabeth A. Moench
Title: President and Chief Executive Officer

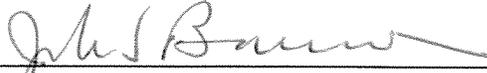
ACCESS TO PATIENTS, LLC,
as a Grantor

By: 
Name: Elizabeth A. Moench
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 
Name:
Title: John D. Bowman
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005625 FRAME: 0937

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. App. No.
C with Half Circle Logo 	US	BioClinica, Inc. (as successor to CoreLab Partners, Inc.)	4123928
RADPHARM	US	BioClinica, Inc. (as successor to CoreLab Partners, Inc.)	3762371
PLUG-AND-PROCESS	US	BioClinica, Inc.	3584675
CLINBUS	US	BioClinica, Inc.	3596118
BIOCLINICA	US	BioClinica, Inc. (as successor to Red Oak Research, Inc.)	3819389
BONA FIDE	US	BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.)	1912827
	US	BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.)	1815244
STUDYVIEW	US	BioClinica, Inc.	86000857
Synarc	US	Synarc Inc.	2491153
Synaflexer	US	Synarc Inc.	3213204
Mark: Globe and Caret Design	US	Synarc Inc.	3372606
AP & Design	US	Access to Patients, LLC	4252985
A2P	US	Access to Patients, LLC	4252961
WORLDS APART, PURPLE TOGETHER	US	MediciGroup, Inc.	4735643
TEAM EPILEPSY	US	MediciGroup, Inc.	4160281
STUDYCOORDINATOR.NET	US	MediciGroup, Inc.	3987441
MAGIC CALCULATOR	US	MediciGroup, Inc.	4047753
L2FU	US	MediciGroup, Inc.	4018286

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
SCORE	US	MediciGroup, Inc.	3306604
PROTOCOL	US	MediciGroup, Inc.	3238084
CENTER FOR PATIENT RECRUITMENT	US	MediciGroup, Inc.	2956002
HEAD START TO RECRUITMENT	US	MediciGroup, Inc.	3867150
IT TAKES A T.E.A.M.	US	MediciGroup, Inc.	3472130
YOU'RE THE KEY	US	MediciGroup, Inc.	3471207
ADAPT	US	MediciGroup, Inc.	3461855
MEDICIGLOBAL	US	MediciGroup, Inc.	3864845
STUDY SEMINARS	US	MediciGroup, Inc.	2515932
VIP	US	MediciGroup, Inc.	2445248
CTIP	US	MediciGroup, Inc.	2360017
MEDICIGROUP	US	MediciGroup, Inc.	2131963