# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM374442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pharma Analytics Merger Sub, Inc.		02/23/2016	CORPORATION: DELAWARE
Integrichain, Inc.		02/23/2016	CORPORATION: DELAWARE
Pharma Analytics Corporation		02/23/2016	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	PNC Bank, National Association	
Street Address:	Commercial Loan Service Center/DCC	
Internal Address:	500 First Avenue	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	National Association: UNITED STATES	

#### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark		
Registration Number:	3889532	DNA DYNAMIC NEXTGEN ANALYTICS		
Registration Number:	3889531			
Registration Number:	3983779	DNA: BRAND INSIGHT		
Registration Number:	3752251	MRI: MEASUREMENT OF RETAIL INVENTORY		
Registration Number:	3804680	DNA: DYNAMIC NEXTGEN ANALYTICS		
Registration Number:	3749503	INTEGRICHAIN CONNECTING SALES TO DEMAND		
Registration Number:	3720384	CHARGEBACK VALIDATION		
Registration Number:	3749200	PHARMACY STOCKING DASHBOARD		
Registration Number:	3749199	ENRICHED CHANNEL SALES		
Registration Number:	3749196	INTEGRICHAIN		

## **CORRESPONDENCE DATA**

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

TRADEMARK

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Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-16005
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	02/25/2016

## **Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of this 23<sup>rd</sup> day of February, 2016, among the Borrowers and Guarantors (each as defined below) from time to time signatory hereto (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and PNC BANK, NATIONAL ASSOCIATION, as Lender ("<u>Lender</u>").

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among PHARMA ANALYTICS MERGER SUB, INC., a Delaware corporation ("Merger Sub"), after giving effect to the Closing Date Transaction, INTEGRICHAIN, INC., a Delaware corporation as successor by merger to Merger Sub ("Company" and together with Merger Sub and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), PHARMA ANALYTICS CORPORATION, a Delaware corporation ("Holdings" and together with each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors" and each a "Guarantor"), and PNC BANK, NATIONAL ASSOCIATION ("Lender"), Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "<u>Trademarks</u>"), and licenses for any of the foregoing ("<u>Licenses</u>"), including those referred to on <u>Schedule I</u> hereto;
- (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

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- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks which constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender to unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements,

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substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, 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.

**GRANTOR:** 

After giving effect to the Closing Date Transaction, the undersigned hereby irrevocably, absolutely and unconditionally assumes all obligations of, and becomes, a Borrower under the Credit Agreement.

INTEGRICHAIN, INC., a Delaware corporation

By:

Name: Pred Sourgis
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY: PNC BANK, NATIONAL ASSOCIATION

By:

Name: Jean Pierre Seminario Title: Vice President

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# <u>Trademarks</u>

6177.45.5	MARK	497 NO		7.E.C.	NEC DATE	
IntegriChain, Inc.	DNA DYNAMIC NEXTGEN ANALYTICS (and design)	85010594	4/9/2010	3889532	12/14/2010	Registered
IntegriChain, Inc.	DNA design	<b>8501058</b> 5	4/9/2010	3889531	12/14/2010	Registered
IntegriChain, Inc.	DNA: BRAND INSIGHT	85010568	4/9/2010	3983779	6/28/2011	Registered
IntegriChain, Inc.	MRI: MEASUREMENT OF RETAIL INVENTORY	77787002	7/22/2009	3752251	2/23/2010	Registered
IntegriChain, Inc.	DNA: DYNAMIC NEXTGEN ANALYTICS	77783308	7/17/2009	3804680	6/15/2010	Registered
IntegriChain, Inc.	INTEGRICHAIN CONNECTING SALES TO DEMAND (and design)	77777521	7/9/2009	3749503	2/16/2010	Registered
IntegriChain, Inc.	CHARGEBACK VALIDATION	77772279	7/1/2009	3720384	12/1/2009	Registered (Supplemental Register)
IntegriChain, Inc.	PHARMACY STOCKING DASHBOARD	77772270	7/1/2009	3749200	2/16/2010	Registered
IntegriChain, Inc.	ENRICHED CHANNEL SALES	77772252	7/1/2009	3749199	2/16/2010	Registered
IntegriChain, Inc.	INTEGRICHAIN	77772129	7/1/2009	3749196	2/16/2010	Registered

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**RECORDED: 02/25/2016** 

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