

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SynteractHCR, Inc.		05/25/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THL Corporate Finance, Inc., as Agent		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85957906	ICD+	
<b>Serial Number:</b>	78186147	S	
<b>Serial Number:</b>	78082226	SYNTERACT	
<b>Serial Number:</b>	77483719	SHARED WORK - SHARED VISION	
<b>Serial Number:</b>	86098375	INTELLIGENT CLINICAL DEVELOPMENT	
<b>Serial Number:</b>	78575632	SYNCAPTURE	
<b>Serial Number:</b>	87020843	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		
<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>			
<b>Phone:</b>	212.318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	28th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		
<b>SIGNATURE:</b>	/Christine Dionne/		

CH \$190.00 85957906

<b>DATE SIGNED:</b>	05/25/2016
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2016, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of THL CORPORATE FINANCE, INC., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Term Loan Agreement, dated as of May 25, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Loan Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders party thereto and Agent, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Loan Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) to the extent not otherwise included, all proceeds of, and ancillary rights relating to, the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electric transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary (other than Section 3.1 of the Second Lien Guaranty and Security Agreement), the priority of the lien and security interest granted to the Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of May 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Healthcare Financial Solutions, LLC, as the First Lien Agent, and THL Corporate Finance, Inc., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to the priority of any liens or the exercise of any rights or remedies, the terms of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

SYNTERACTHCOR, INC., as Grantor

By: 

Name: Keith Kelson

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

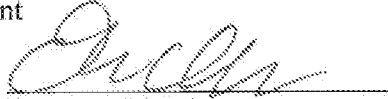
**TRADEMARK**  
**REEL: 005800 FRAME: 0341**

ACCEPTED AND AGREED as of the date first above written:

THL CORPORATE FINANCE, INC.

as Agent

By:



Name: Terrence W. Olson


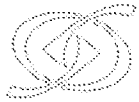
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005800 FRAME: 0342**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<b>OWNER - TRADEMARK</b>	<b>TITLE</b>	<b>APPLICATION NO. AND DATE</b>	<b>REGISTRATION NO. AND DATE</b>
SYNTERACTHCR, INC.	ICD+	85957906 12-JUN-2013	4550416 17-JUN-2014
SYNTERACTHCR, INC.		78186147 18-NOV-2002	2771811 07-OCT-2003
SYNTERACTHCR, INC.	SYNTERACT	78082226 31-AUG-2001	2673314 07-JAN-2003
SYNTERACTHCR, INC.	SHARED WORK – SHARED VISION	77483719 27-MAY-2008	3684079 15-SEP-2009
SYNTERACTHCR, INC.	INTELLIGENT CLINICAL DEVELOPMENT	86098375 22-OCT-2013	4698117 10-MAR-2015
SYNTERACTHCR, INC.	SYNCAPTURE	78575632 25-FEB-2005	3163902 24-OCT-2006
SYNTERACTHCR, INC.		87020843 01-MAY-2016	