

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN INSTITUTIONAL REVIEW BOARD, INC.		08/15/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	150 SOUTH WACKER DRIVE, 5TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1565231	WIRB	
Registration Number:	1566536	WESTERN INSTITUTIONAL REVIEW BOARD	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0074		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	08/16/2016		
Total Attachments: 11			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of August, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Golub Capital Markets LLC, a Delaware limited liability company, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among WCG Holdco LLC, a Delaware limited liability company, ("Holdings"), WIRB – Copernicus Group, Inc., a Delaware corporation ("WIRB"); The Copernicus Group, Inc., a North Carolina corporation ("Copernicus"), Western Institutional Review Board, Inc., a Washington corporation ("Western"), Midlands Independent Review Board, LLC, a Delaware limited liability company ("Midlands"), Aspire Independent Review Board, Inc., a Delaware corporation ("Aspire"), New England Independent Review Board, LLC, a Delaware limited liability company ("NERB"), ePS Holdings Inc., a Delaware corporation ("EPS Holdings") and ePharmaSolutions LLC, a Delaware limited liability company ("EPHARM" and, together with WIRB, Copernicus, Western, Midlands, Aspire, NERB and EPS Holdings, "Borrowers" and each a "Borrower"), the other parties thereto as "Guarantors", the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, 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. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to Section 2.1 of the Security Agreement, each Grantor hereby unconditionally grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following Collateral, whether now owned or hereafter acquired or arising, but in any event excluding any Excluded Property (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I (which schedule lists as of the date hereof only owned U.S. registered material Trademarks and Trademark Licenses (other than internet domain names)), provided that Trademark Collateral shall not include any "intent-to-use" trademark applications filed with the United States Trademark Office unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Trademark Office in connection with any such "intent-to-use" trademark applications;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and all proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions related to the Administrative Agent's rights and remedies in respect of the Trademark Collateral of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under the Security Agreement, Grantors and Administrative Agent may amend Schedule I to include any future United States registered trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including ".pdf" or ".tif" format) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. TERMINATION. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith, and as otherwise set forth in Section 2.3 of the Security Agreement ("Termination"). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

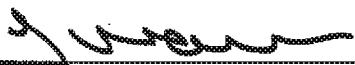
8. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTORS:

**ASPIRE INDEPENDENT REVIEW BOARD, INC.
CENTERWATCH LLC
MIDLANDS INDEPENDENT REVIEW BOARD,
LLC
NEW ENGLAND INDEPENDENT REVIEW
BOARD, LLC
RESEARCH DATAWARE, LLC
THE COPERNICUS GROUP, INC.
WESTERN INSTITUTIONAL REVIEW BOARD,
INC.
WIRB – COPERNICUS GROUP, INC.**

By: 

Name: Tom Marren

Title: Vice President and Treasurer of Western Institutional Review Board, Inc., The Copernicus Group, Inc., Research Dataware, LLC, Midlands Independent Review Board, LLC, Aspire Independent Review Board, Inc., and New England Independent Review Board, LLC; Vice President, Chief Financial Officer and Treasurer of WIRB – Copernicus Group, Inc.; Chief Financial Officer of CenterWatch LLC

AGREED AND ACCEPTED:

this 12 day of August, 2016

GOLUB CAPITAL MARKETS LLC,

as Administrative Agent

By: _____

Name: Marc C. Robinson

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005857 FRAME: 0075

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Application No. / Filing Date	Registration	Title	Registration Date	Current Exp. Date	Status
Aspire Independent Review Board, Inc.	US Serial No. 86/188528, applied 2/9/2014	US - Reg. no. 4,605,072	Aspire IRB	9/16/2014	02/09/2024	Active
CenterWatch, LLC	US Serial No. 87/050593, applied 05/26/2016	n/a	CENTERWATCH	n/a	n/a	In Process
CenterWatch, LLC	US Serial No. 87/050670, applied 05/26/2016	n/a	CENTERWATCH	n/a	n/a	In Process
Midlands Independent Review Board, LLC	US Serial No. 85/305674, applied 4/27/2011	US - Registration no. 4,042,205	MLIRB - acronym only	10/18/2011	10/15/2017	Active
Midlands Independent Review Board, LLC	US Serial No. 85/282414, applied 3/31/2011	US - Registration no. 4,073,429 Reference #T39686US0	MLIRB - white background logo	12/20/2011	12/20/2017	Active

Owner	Application No. / Filing Date	Registration	Title	Registration Date	Current Exp. Date	Status
Midlands Independent Review Board, LLC	US Serial No. 85/395649, applied 8/11/2011	US - Registration no. 4,131,235 Reference #T39687US0	Here to Protect What's Important in Life	04/24/2012	04/28/2018	Active
Midlands Independent Review Board, LLC	US Serial No. 85/282871, applied 3/31/2011	US - Registration no. 4,140,181 Reference #T39688US0	MLIRB - blue background logo	05/08/2012	05/08/2018	Active
New England Independent Review Board, LLC	US Serial No. 86/097147, applied 10/21/2013	US - Registration no. 4,543,169	NEIRB	6/3/2014		Active
New England Independent Review Board, LLC	US Serial No. 85/908261, applied 4/18/2013	US - Registration no. 4,411,192	NEW ENGLAND INSTITUTIONAL REVIEW BOARD	10/1/2013		Active
New England Independent Review Board, LLC	US Serial No. 85/229090, applied 1/28/2011	US - Registration no. 4,224,000	FASTTRACK	10/16/2012		Active

Owner	Application No. / Filing Date	Registration	Title	Registration Date	Current Exp. Date	Status
Research Dataware, LLC	US Serial No. 85/052301, applied 6/1/2010	US - Registration #3,905,997	NATIONAL RESEARCH NETWORK	01/11/2011	01/11/2017	Active
The Copernicus Group, Inc.	US Serial No. 75/729551, applied 6/16/1999	US - Registration #2422850	WHERE ETHICAL REVIEW AND RESEARCH CONVERAGE	01/23/2001	01/23/2021	Active
The Copernicus Group, Inc.	US Serial No. 78/477022, applied 9/1/2004	US - Registration #3005973	CGIRB	10/11/2005	10/11/2025	Active
The Copernicus Group, Inc.	US Serial No. 78/477017, applied 9/1/2004	US - Registration #3053776	COPERNICUS GROUP IRB	01/31/2006	01/31/2026	Active
The Copernicus Group, Inc.	US Serial No. 77/808351, applied 8/19/2009	US - Registration #3881146	MANAGING COMPLEXITY THROUGH INNOVATION	11/23/2010	11/23/2016	Active
The Copernicus Group, Inc.	US Serial #77/864974, applied 11/4/2009	US - Registration #3884141	CGIRB CONNEXUS graphic	11/30/2010	11/30/2016	Active

Owner	Application No. / Filing Date	Registration	Title	Registration Date	Current Exp. Date	Status
The Copernicus Group, Inc.	US Serial No. 77/864992, applied 11/4/2009	US - Registration #3884142	COPERNICUS GROUP independent review board graphic	11/30/2010	11/30/2016	Active
The Copernicus Group, Inc.	US Serial No. 77/808329, applied 8/19/2009	US - Registration #3891027	CGIRB CONNEXUS	12/14/2010	12/14/2016	Active
The Copernicus Group, Inc.	US Serial #77/808341, applied 8/19/2009	US - Registration #3951624	EXPERIENCE AND INNOVATION IN ETHICAL REVIEW	04/26/2011	04/26/2017	Active
Western Institutional Review Board, Inc.	US Serial No. 73/784035, applied 3/2/1989	US - Reg. no. 1,565,231	WIRB	11/07/1989	11/07/2019	Active
Western Institutional Review Board, Inc.	US Serial No. 73/784066, applied 3/2/1989	US - Reg. no. 1,566,536	Western Institutional Review Board, Inc.	11/14/1989	11/14/2019	Active
WIRB - Copernicus Group, Inc.	US Serial No. 78/555402, applied 1/27/2005	US - Registration #3108929	Stylized IRBNet	06/27/2006	06/27/2026	Active

Owner	Application No. / Filing Date	Registration	Title	Registration Date	Current Exp. Date	Status
WIRB - Copernicus Group, Inc.	European Community Application No. 012018016	European Community - Reg. # 012018016	WIRB - Copernicus Group	12/18/2013	06/26/2023	Active
WIRB - Copernicus Group, Inc.	US Serial No. 85/834157, applied 1/28/2013	US - Registration No. 4,581,014	WIRB - COPERNICUS GROUP	08/05/2014	08/05/2024	Active
WIRB - Copernicus Group, Inc.	US Serial No. 86/243345, applied 4/4/2014	US - Registration #4,717,980	CONNEXUS	04/07/2015	04/07/2025	Active
WIRB - Copernicus Group, Inc.	Canada Application No. 1636730, applied 7/25/2013	Canada - Registration #TMA914,741	WIRB- COPERNICUS GROUP	09/22/2015	09/22/2030	Active
Arsenal WGH Holdings, Inc.	China – Application no. 12990454, applied 7/29/2013	China - Registration no. 12990454	WIRB- COPERNICUS GROUP	11/13/2014		Active
Arsenal WGH Holdings, Inc.	China – Application no. 12990455, applied 7/29/2013	n/a	WIRB- COPERNICUS GROUP	n/a	n/a	In process

Owner	Application No. / Filing Date	Registration	Title	Registration Date	Current Exp. Date	Status
Arsenal WGH Holdings, Inc.	India - Application #2571628, applied 08/2013	n/a	WIRB-COPERNICUS GROUP	n/a	n/a	In Process