

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395269

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aspire Independent Review Board, Inc.		08/15/2016	Corporation: DELAWARE
CenterWatch LLC		08/15/2016	Limited Liability Company: MASSACHUSETTS
Midlands Independent Review Board, LLC		08/15/2016	Limited Liability Company: DELAWARE
New England Independent Review Board, LLC		08/15/2016	Limited Liability Company: DELAWARE
Research Dataware, LLC		08/15/2016	Limited Liability Company: DELAWARE
The Copernicus Group, Inc.		08/15/2016	Corporation: NORTH CAROLINA
Western Institutional Review Board, Inc.		08/15/2016	Corporation: WASHINGTON
WIRB - Copernicus Group, Inc.		08/15/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Guggenheim Corporate Funding, LLC, as Administrative Agent
Street Address:	330 Madison Avenue, 10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	87050593	CENTERWATCH
Serial Number:	87050670	CENTERWATCH
Registration Number:	4605072	ASPIRE IRB
Registration Number:	4042205	MLIRB
Registration Number:	4073429	MLIRB MIDLANDS INDEPENDENT REVIEW BOARD
Registration Number:	4131235	HERE TO PROTECT WHAT'S IMPORTANT IN LIFE
Registration Number:	4140181	MLIRB MIDLANDS INDEPENDENT REVIEW BOARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4543169	NEIRB
Registration Number:	4411192	NEW ENGLAND INSTITUTIONAL REVIEW BOARD
Registration Number:	4224000	FASTTRACK
Registration Number:	3905997	NATIONAL RESEARCH NETWORK
Registration Number:	2422850	WHERE ETHICAL REVIEW AND RESEARCH CONVER
Registration Number:	3005973	CGIRB
Registration Number:	3053776	COPERNICUS GROUP IRB
Registration Number:	3881146	MANAGING COMPLEXITY THROUGH INNOVATION
Registration Number:	3884141	CGIRB CONNEXUS
Registration Number:	3884142	COPERNICUS GROUP INDEPENDENT REVIEW BOAR
Registration Number:	3891027	CGIRB CONNEXUS
Registration Number:	3951624	EXPERIENCE AND INNOVATION IN ETHICAL REV
Registration Number:	1565231	WIRB
Registration Number:	1566536	WESTERN INSTITUTIONAL REVIEW BOARD
Registration Number:	3108929	IRBNET
Registration Number:	4581014	WIRB-COPERNICUS GROUP
Registration Number:	4717980	CONNEXUS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 32155 / 003

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

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 GUGGENHEIM CORPORATE FUNDING, 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 Second Lien Credit Agreement dated as of August 15, 2016 (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

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

GUGGENHEIM CORPORATE FUNDING, LLC, a
Delaware limited liability company

By: 

Name: Kevin M. Robinson

Title: Attorney in Fact

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005858 FRAME: 0914

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Aspire Independent Review Board, Inc.	USA	Aspire IRB	US Serial No. 86/188528, US - Reg. no. 4,605,072	2/9/2014 9/16/2014
CenterWatch, LLC	USA	CENTERWATCH	US Serial No. 87/050593, n/a	05/26/2016 n/a
CenterWatch, LLC	USA	CENTERWATCH	US Serial No. 87/050670, n/a	05/26/2016 n/a
Midlands Independent Review Board, LLC	USA	MLIRB - acronym only	US Serial No. 85/305674, US - Registration no. 4,042,205	4/27/2011 10/18/2011
Midlands Independent Review Board, LLC	USA	MLIRB - white background logo	US Serial No. 85/282414, US - Registration no. 4,073,429 Reference #T39686US0	3/31/2011 12/20/2011
Midlands Independent Review Board, LLC	USA	Here to Protect What's Important in Life	US Serial No. 85/395649, US -	8/11/2011 04/24/2012

			Registration no. 4,131,235 Reference #T39687US0	
Midlands Independent Review Board, LLC	USA	MLIRB - blue background logo	US Serial No. 85/282871, US - Registration no. 4,140,181 Reference #T39688US0	3/31/2011 05/08/2012
New England Independent Review Board, LLC	USA	NEIRB	US Serial No. 86/097147, US - Registration no. 4,543,169	10/21/2013 6/3/2014
New England Independent Review Board, LLC	USA	NEW ENGLAND INSTITUTIONAL REVIEW BOARD	US Serial No. 85/908261, US - Registration no. 4,411,192	4/18/2013 10/1/2013
New England Independent Review Board, LLC	USA	FASTTRACK	US Serial No. 85/229090, US - Registration no. 4,224,000	1/28/2011 10/16/2012
Research Dataware, LLC	USA	NATIONAL RESEARCH NETWORK	US Serial No. 85/052301, US - Registration #3,905,997	6/1/2010 01/11/2011
The Copernicus Group, Inc.	USA	WHERE ETHICAL REVIEW AND RESEARCH	US Serial No. 75/729551,	6/16/1999 01/23/2001

		CONVERAGE	US - Registration #2422850	
The Copernicus Group, Inc.	USA	CGIRB	US Serial No. 78/477022, US - Registration #3005973	9/1/2004 10/11/2005
The Copernicus Group, Inc.	USA	COPERNICUS GROUP IRB	US Serial No. 78/477017, US - Registration #3053776	9/1/2004 01/31/2006
The Copernicus Group, Inc.	USA	MANAGING COMPLEXITY THROUGH INNOVATION	US Serial No. 77/808351, US - Registration #3881146	8/19/2009 11/23/2010
The Copernicus Group, Inc.	USA	CGIRB CONNEXUS graphic	US Serial #77/864974, US - Registration #3884141	11/4/2009 11/30/2010
The Copernicus Group, Inc.	USA	COPERNICUS GROUP independent review board graphic	US Serial No. 77/864992, US - Registration #3884142	11/4/2009 11/30/2010
The Copernicus Group, Inc.	USA	CGIRB CONNEXUS	US Serial No. 77/808329, US - Registration #3891027	8/19/2009 12/14/2010

The Copernicus Group, Inc.	USA	EXPERIENCE AND INNOVATION IN ETHICAL REVIEW	US Serial #77/808341, US - Registration #3951624	8/19/2009 04/26/2011
Western Institutional Review Board, Inc.	USA	WIRB	US Serial No. 73/784035, US - Reg. no. 1,565,231	3/2/1989 11/07/1989
Western Institutional Review Board, Inc.	USA	Western Institutional Review Board, Inc.	US Serial No. 73/784066, US - Reg. no. 1,566,536	3/2/1989 11/14/1989
WIRB - Copernicus Group, Inc.	USA	Stylized IRBNet	US Serial No. 78/555402, US - Registration #3108929	1/27/2005 06/27/2006
WIRB - Copernicus Group, Inc.	EU	WIRB - Copernicus Group	European Community Application No. 012018016 European Community - Reg. # 012018016	12/18/2013
WIRB - Copernicus Group, Inc.	USA	WIRB - COPERNICUS GROUP	US Serial No. 85/834157, US - Registration No. 4,581,014	1/28/2013 08/05/2014
WIRB - Copernicus Group, Inc.	USA	CONNEXUS	US Serial No. 86/243345,	4/4/2014

			US - Registration #4,717,980	04/07/2015
WIRB - Copernicus Group, Inc.	Canada	WIRB-COPERNICUS GROUP	Canada Application No. 1636730, Canada - Registration #TMA914,741	7/25/2013 09/22/2015
Arsenal WGH Holdings, Inc.	China	WIRB-COPERNICUS GROUP	China – Application no. 12990454, China - Registration no. 12990454	7/29/2013 11/13/2014
Arsenal WGH Holdings, Inc.	China	WIRB-COPERNICUS GROUP	China – Application no. 12990455, n/a	7/29/2013 n/a
Arsenal WGH Holdings, Inc.	India	WIRB-COPERNICUS GROUP	India - Application #2571628, n/a	08/2013 n/a

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

