

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402930

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BioClinica, Inc.		10/20/2016	Corporation: DELAWARE
Synarc Inc.		10/20/2016	Corporation: DELAWARE
MediciGroup, Inc.		10/20/2016	Corporation: PENNSYLVANIA
Access to Patients, LLC		10/20/2016	Limited Liability Company: PENNSYLVANIA
Clinverse, Inc.		10/20/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Jefferies Finance LLC
<b>Street Address:</b>	520 Madison Ave
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3762371	RADPHARM
Registration Number:	3596118	CLINBUS
Registration Number:	3819389	BIOCLINICA
Registration Number:	1912827	BONA FIDE
Registration Number:	4818410	STUDYVIEW
Registration Number:	2491153	SYNARC
Registration Number:	3213204	SYNAFLEXER
Registration Number:	3372606	
Registration Number:	4735643	WORLDS APART, PURPLE TOGETHER
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

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	4252985	AP
Registration Number:	4252961	A2P
Registration Number:	4123928	C
Registration Number:	4301652	CLINDEBIT
Serial Number:	86195747	CLINMINE
Registration Number:	4298440	CLINNOTIFY
Registration Number:	4261644	CLINPAY
Registration Number:	4778183	CLINPLAN
Serial Number:	86198539	CLINTERMS
Registration Number:	4261721	CLINVERSE
Registration Number:	4682861	CLINVIZ
Registration Number:	2902264	SMART

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F165864
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	10/21/2016

Total Attachments: 7

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## Second Lien Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of October 20, 2016, (this “**Agreement**”), among BioClinica, Inc., a Delaware corporation, Synarc Inc., a Delaware corporation, MediciGroup, Inc., a Pennsylvania corporation, Access to Patients, LLC, a Pennsylvania limited liability company and Clinverse, Inc., a Delaware corporation (each a “**Grantor**”) and JEFFERIES FINANCE LLC, as Second Lien Collateral Agent (in such capacity, together with its successors and assigns, the “**Second Lien Collateral Agent**”).

WHEREAS, BioClinica Intermediate LP, a Delaware limited partnership (the “**Parent Guarantor**”), BioClinica Holding I, LP, a Delaware limited partnership (“**Holdings**”), BioClinica-Clinverse Holdings Corp., BioClinica-Synowledge Holdings Corp., BioClinica-Synarc Holdings Corp., BioClinica-eClinical Holdings Corp., each a Delaware corporation (the “**Borrowers**”), the Lenders party thereto, Jefferies Finance LLC, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of October 20, 2016 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor executed that Second 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 October 20, 2016, among the Parent Guarantor, Holdings, the Borrowers, the other Subsidiary Parties named therein and the Second Lien Collateral Agent pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Second Lien Collateral Agent for the benefit of the Secured Creditors 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 Credit 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, each Grantor, pursuant to the Security Agreement, hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or

at any time hereafter acquired by such Grantor or in which such Grantor now has 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 Grantor 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 of any of the foregoing, and all registration and recording applications filed in connection with any of the foregoing, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals of any of the foregoing, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use of or symbolized by any of the foregoing, 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 to any of the foregoing, including damages, claims and payments for past, present or future infringements, dilutions or other violations of any of the foregoing, (ii) rights corresponding to any of the foregoing throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations of any of the foregoing.

For the avoidance of doubt, the Trademark Collateral does not include any “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d), or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), with respect to such intent-to-use application, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the Second Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien 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 United States Patent and Trademark Office record this Agreement.

SECTION 5. Applicable Law. 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.

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.

[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 Grantor

By: 

Name: John Hubbard  
Title: President

CLIVERSE, INC., as Grantor

By: 

Name: John Hubbard  
Title: President

MEDICIGROUP, INC., as Grantor

By: 

Name: John Hubbard  
Title: President

SYNARC INC., as Grantor

By: 

Name: John Hubbard  
Title: President

ACCESS TO PATIENTS, LLC, as Grantor

By: 

Name: John Hubbard  
Title: President

{Signature page – Second Lien Trademark Security Agreement}

**JEFFERIES FINANCE LLC,**  
as Second Lien Collateral Agent


By:   
Name: **Jason Kennedy**  
Title: **Managing Director**



Schedule I

United States Trademarks and Trademark Applications and Trademark Licenses

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status
RADPHARM	US	3762371	3/23/2010	BioClinica, Inc. (as successor to CoreLab Partners, Inc.)	Registered
CLINBUS	US	3596118	3/24/2009	BioClinica, Inc.	Registered
BIOCLINICA	US	3819389	7/13/2010	BioClinica, Inc. (as successor to Red Oak Research, Inc.)	Registered
BONA FIDE	US	1912827	8/15/1995	BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.)	Registered
STUDYVIEW	US	4818410	9/22/2015	BioClinica, Inc.	Registered
Synarc	US	2491153	9/18/2001	Synarc Inc.	Registered
Synaflexer	US	3213204	2/27/2007	Synarc Inc.	Registered
Mark: Globe and Caret Design	US	3372606	1/22/2008	Synarc Inc.	Registered
WORLDS APART, PURPLE TOGETHER	US	4735643	5/12/2015	MediciGroup, Inc.	Registered
TEAM EPILEPSY	US	4160281	6/19/2012	MediciGroup, Inc.	Registered
STUDYCOOR DINATOR.NE T	US	3987441	6/28/2011	MediciGroup, Inc.	Registered
MAGIC CALCULATOR	US	4047753	11/1/2011	MediciGroup, Inc.	Registered
L2FU	US	4018286	8/30/2011	MediciGroup, Inc.	Registered
SCORE	US	3306604	10/9/2007	MediciGroup, Inc.	Registered
PROTOCOLL	US	3238084	5/1/2007	MediciGroup, Inc.	Registered
CENTER FOR PATIENT RECRUITME NT	US	2956002	5/24/2005	MediciGroup, Inc.	Registered
HEAD START TO RECRUITME NT	US	3867150	10/26/2010	MediciGroup, Inc.	Registered
IT TAKES A T.E.A.M.	US	3472130	7/22/2008	MediciGroup, Inc.	Registered
YOU'RE THE KEY	US	3471207	7/22/2008	MediciGroup, Inc.	Registered
ADAPT	US	3461855	7/8/2008	MediciGroup, Inc.	Registered
MEDICIGLOBAL	US	3864845	10/19/2010	MediciGroup, Inc.	Registered
STUDY SEMINARS	US	2515932	12/4/2001	MediciGroup, Inc.	Registered
VIP	US	2445248	4/17/2001	MediciGroup, Inc.	Registered
CTIP	US	2360017	6/20/2000	MediciGroup, Inc.	Registered
MEDICIGROUP	US	2131963	1/27/1998	MediciGroup, Inc.	Registered
AP & Design	US	4252985	12/4/2012	Access to Patients, LLC	Registered

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status
A2P	US	4252961	12/4/2012	Access to Patients, LLC	Registered
CL Design 	U.S.	4123928	4/10/2012	BioClinica, Inc.	Registered
CLINDEBIT	U.S.	4301652	3/12/2013	Clinverse, Inc.	Registered
CLINMINE	U.S.	(86/195747)	02/14/2014	Clinverse, Inc.	Pending
CLINNOTIFY	U.S.	4298440	3/5/2013	Clinverse, Inc.	Registered
CLINPAY	U.S.	4261644	12/18/2012	Clinverse, Inc.	Registered
CLINPLAN	U.S.	4778183	7/21/2015	Clinverse, Inc.	Registered
CLINTERMS	U.S.	(86/198539)	02/20/2014	Clinverse, Inc.	Pending
CLINVERSE	U.S.	4261721	12/18/2012	Clinverse, Inc.	Registered
CLINVIZ	U.S.	4682861	2/3/2015	Clinverse, Inc.	Registered
SMART	U.S.	2902264	11/9/2004	Medici Group, Inc.	Registered