

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReSearch Pharmaceutical Services, Inc.		12/06/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as collateral agent		
Street Address:	550 South Tryon Street, 6th Floor		
Internal Address:	Duke Energy Center		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3891818	RPS	
Registration Number:	3891817	RPS RESEARCH PHARMACEUTICAL SERVICES, IN	
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>			
Phone:	714-540-1235		
Email:	ipdocket@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:	037216-0034		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/20/2016		
Total Attachments: 6			
source=PRA - Grant of Security Interest in Trademark Rights executed#page1.tif			

OP \$65.00 3891818

source=PRA - Grant of Security Interest in Trademark Rights executed#page2.tif
source=PRA - Grant of Security Interest in Trademark Rights executed#page3.tif
source=PRA - Grant of Security Interest in Trademark Rights executed#page4.tif
source=PRA - Grant of Security Interest in Trademark Rights executed#page5.tif
source=PRA - Grant of Security Interest in Trademark Rights executed#page6.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of December 6, 2016, is made by PRA Holdings, Inc., ReSearch Pharmaceutical Services, Inc., Lifetree Clinical Research, L.C. and Nextrials, Inc. (the “Grantors”), in favor of Wells Fargo Bank, National Association, as collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 6, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other Borrowers from time to time party thereto, PRA Health Sciences, Inc., a Delaware corporation (“Holdings”), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of December 6, 2016 in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. DEFINITIONS. UNLESS OTHERWISE DEFINED HEREIN OR THE CONTEXT OTHERWISE REQUIRES, TERMS USED IN THIS AGREEMENT, INCLUDING ITS PREAMBLE AND RECITALS, HAVE THE MEANINGS PROVIDED OR PROVIDED BY REFERENCE IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT.

2. GRANT OF SECURITY INTEREST. GRANTOR HEREBY GRANTS A SECURITY INTEREST IN ALL OF GRANTOR’S RIGHT, TITLE AND

INTEREST IN, TO AND UNDER THE TRADEMARKS (INCLUDING, WITHOUT LIMITATION, THOSE ITEMS LISTED ON SCHEDULE A HERETO), INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM (COLLECTIVELY, THE “COLLATERAL”), TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES TO SECURE PAYMENT, PERFORMANCE AND OBSERVANCE OF THE OBLIGATIONS; PROVIDED THAT, APPLICATIONS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TO REGISTER TRADEMARKS OR SERVICE MARKS ON THE BASIS OF GRANTOR’S “INTENT TO USE” SUCH TRADEMARKS OR SERVICE MARKS WILL NOT BE DEEMED TO BE COLLATERAL UNLESS AND UNTIL AN AMENDMENT TO ALLEGE USE OR A STATEMENT OF USE HAS BEEN FILED AND ACCEPTED UNDER 15 U.S.C. §1051 AND ACCEPTED BY THE UNITED STATES PATENT AND TRADEMARK OFFICE, WHEREUPON SUCH APPLICATION SHALL BE AUTOMATICALLY SUBJECT TO THE SECURITY INTEREST GRANTED HEREIN AND DEEMED TO BE INCLUDED IN THE COLLATERAL.

3. PURPOSE. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED BY GRANTOR FOR THE PURPOSE OF RECORDING THE GRANT OF SECURITY INTEREST HEREIN WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. THE SECURITY INTEREST GRANTED HEREBY HAS BEEN GRANTED TO THE SECURED PARTIES IN CONNECTION WITH THE SECURITY AGREEMENT AND IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS THEREOF. THE SECURITY AGREEMENT (AND ALL RIGHTS AND REMEDIES OF THE SECURED PARTIES THEREUNDER) SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS.

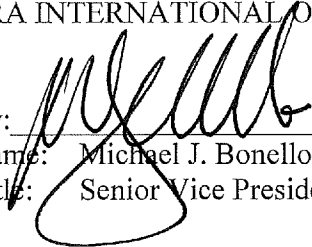
4. ACKNOWLEDGMENT. GRANTOR DOES HEREBY FURTHER ACKNOWLEDGE AND AFFIRM THAT THE RIGHTS AND REMEDIES OF THE SECURED PARTIES WITH RESPECT TO THE SECURITY INTEREST IN THE COLLATERAL GRANTED HEREBY ARE MORE FULLY SET FORTH IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH (INCLUDING THE REMEDIES PROVIDED FOR THEREIN) ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE SECURITY AGREEMENT, THE TERMS OF THE SECURITY AGREEMENT SHALL GOVERN.

5. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER CONSTITUTE ONE AND THE SAME ORIGINAL.

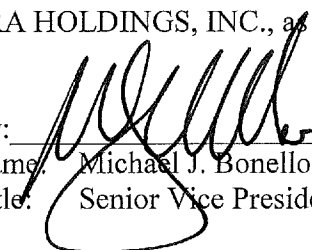
6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

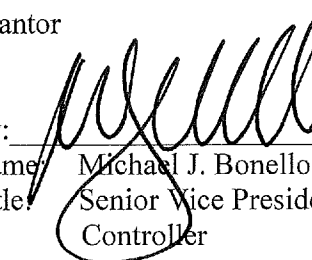
PRA INTERNATIONAL OPERATIONS, INC., as Grantor

By: 
Name: Michael J. Bonello
Title: Senior Vice President of Finance

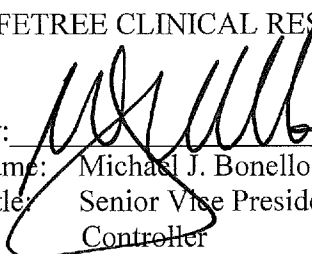
PRA HOLDINGS, INC., as Grantor

By: 
Name: Michael J. Bonello
Title: Senior Vice President of Finance

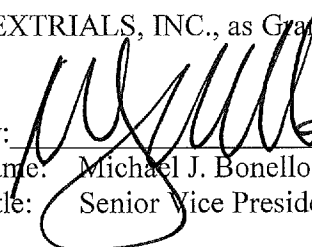
RESEARCH PHARMACEUTICAL SERVICES, INC., as Grantor

By: 
Name: Michael J. Bonello
Title: Senior Vice President, Accounting and Corporate Controller

LIFETREE CLINICAL RESEARCH, L.C., as Grantor

By: 
Name: Michael J. Bonello
Title: Senior Vice President, Accounting and Corporate Controller

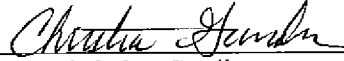
NEXTRIALS, INC., as Grantor

By: 
Name: Michael J. Bonello
Title: Senior Vice President of Finance

[Grant of Security Interest in Trademark Rights]

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By:




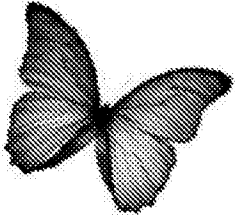






Name: Christine Gardiner
Title: Vice President

[Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Registration/Serial Number	Title
PRA Holdings, Inc.	2759033	PRA INTERNATIONAL
PRA Holdings, Inc.	1875684	
PRA Holdings, Inc.	1865068	PRA
PRA Holdings, Inc.	4433420	
PRA Holdings, Inc.	4,540,765	
PRA Holdings, Inc.	4,540,766	
PRA Holdings, Inc.	Intent to Use Application 86633276	PREDICTIVV
PRA Holdings, Inc.	4978927	

Owner	Registration/Serial Number	Title
PRA Holdings, Inc.	Intent to Use Application 86887877	EMBEDDED SOLUTIONS
ReSearch Pharmaceutical Services, Inc.	3891818	RPS
ReSearch Pharmaceutical Services, Inc.	3891817	
Lifetree Clinical Research, L.C.	3443804	LIFETREE CLINICAL RESEARCH
Lifetree Clinical Research, L.C.	3520645	
Nextrials, Inc.	3863570	NEXTRIALS
Nextrials, Inc.	3863569	PRISM
Nextrials, Inc.	3863563	NEXTRIALS
Nextrials, Inc.	2827441	

Material Inbound Exclusive Licenses in U.S. Trademarks/Copyrights

None.

Grant of Security Interest in Trademark Rights