

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430666

<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>
Vince & Associates Clinical Research, Inc.	FORMERLY Vince & Associates Newco, LLC	06/09/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust		
<b>Street Address:</b>	7255 Woodmont Ave., Suite 200		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC, as Servicer		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	statutory trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4137145	THE PHYSICIAN RESEARCH MODEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	51375.026		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	06/09/2017		
<b>Total Attachments: 5</b>			
source=Trademark Security Agreement 06-09-2017 (EXECUTED)#page1.tif			
source=Trademark Security Agreement 06-09-2017 (EXECUTED)#page2.tif			

CH \$40.00 4137145

source=Trademark Security Agreement 06-09-2017 (EXECUTED)#page3.tif  
source=Trademark Security Agreement 06-09-2017 (EXECUTED)#page4.tif  
source=Trademark Security Agreement 06-09-2017 (EXECUTED)#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2017, is made by VINCE & ASSOCIATES CLINICAL RESEARCH, INC. (f/k/a Vince & Associates Newco, LLC) (the "Grantor"), in favor of MIDCAP FINANCIAL TRUST ("MidCap"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of June 9, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (as defined therein), the Lenders from time to time party thereto and MidCap, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Collateral Agreement of even date with Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to (i) guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers and (ii) pledge and grant to Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), a valid and continuing security interest in and Lien on certain Collateral of such Grantor (including without limitation the Trademark Collateral (as defined below)); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, 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 Credit Agreement, to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

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

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

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

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

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

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and the security interest in the Trademark Collateral shall be released upon such terms and conditions of and in accordance with Section 8.17 of the Guarantee and Collateral Agreement.

Section 6. 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.


Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[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,

VINCE & ASSOCIATES CLINICAL  
RESEARCH, INC., as Grantor

By:   
Name: Yves Glaude  
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006080 FRAME: 0867**

ACCEPTED AND AGREED  
as of the date first above written:

MIDCAP FINANCIAL TRUST,  
as Agent

By: Apollo Capital Management, L.P.  
Its: investment manager

By: Apollo Capital Management, LLC  
Its: general partner

By:   
Name: Michael Levin  
Title: Authorized Signatory

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT)

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

NO.	TRADEMARK NAME	REGISTRATION No.	TERRITORY COVERAGE	OWNER
1.	THE PHYSICIAN RESEARCH MODEL	4137145	US	Vince & Associates Newco, LLC

2. TRADEMARK APPLICATIONS

None.