

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Source Healthcare Analytics, LLC		09/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	Duke Energy Center		
Internal Address:	550 South Tyron Street, 6th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2197376	LAUNCHTRAC	
Registration Number:	2062766	SOURCE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	060047-0002		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	09/15/2017		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of September 6, 2017, is made by Source Healthcare Analytics, LLC (the “Grantor”), 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, the Credit Agreement was amended by the Joinder Agreement (the “Joinder”), dated as of September 6, 2017 among the New Term Loan Lenders (as defined therein) party thereto, the Borrower, the Grantor, the other Guarantors party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent;

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, THE SECURITY AGREEMENT AND THE JOINDER.

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.

SOURCE HEALTHCARE ANALYTICS, LLC,
as Grantor

By: Charles H. Munn, Jr.
Name: Charles H. Munn, Jr.
Title: EVP, Secretary and General Counsel

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: *Christine Gerlach*
Name: *Christine Gerlach*
Title: *Vice President*

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Owner	Country	Serial/ Reg. No.	Status
LAUNCHTRAC	Source Healthcare Analytics, LLC	USA	2,197,376	Registered 10/20/1988
SOURCE	Source Healthcare Analytics, LLC	USA	2,062,766	Registered 5/20/1997