

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DATALABS INC.		09/29/2017	Corporation: DELAWARE
LIQUENT, INC.		09/29/2017	Corporation: DELAWARE
THE MEDICAL AFFAIRS COMPANY, LLC		09/29/2017	Limited Liability Company: DELAWARE
PARAXEL INTERNATIONAL CORPORATION		09/29/2017	Corporation: MASSACHUSETTS
PERCEPTIVE INFORMATICS, INC.		09/29/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N. Tryon Street
Internal Address:	MAIL CODE: NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3069766	DATALABS
Registration Number:	2118213	COREDOSSIER
Registration Number:	4905344	INSIGHT FOR PUBLISHING
Registration Number:	4902121	INSIGHT FOR REGISTRATIONS
Registration Number:	4905343	INSIGHT FOR SUBMISSION MANAGEMENT
Registration Number:	4905347	INSIGHT FOR VIEWING
Registration Number:	4905348	INSIGHT FOR XEVMPD
Registration Number:	4902120	INSIGHT PUBLISHER
Registration Number:	4905345	INSIGHT RENDERING
Registration Number:	4905346	INSIGHT VALIDATOR
Registration Number:	2646889	LIQUENT
Registration Number:	2846058	LIQUENT INSIGHT

OP \$1140.00 3069766

Property Type	Number	Word Mark
Registration Number:	3785711	LIQUENT PUBLISHPERFECT
Registration Number:	3906258	LIQUENT SMARTLINK
Registration Number:	3200264	IMPACT
Registration Number:	1403530	PAREXEL
Registration Number:	2407845	PAREXEL
Registration Number:	4407856	PAREXEL MYTRIALS
Registration Number:	4407855	PAREXEL MYTRIALS
Registration Number:	4407854	PAREXEL MYTRIALS
Registration Number:	3621274	PPSI
Registration Number:	3617919	PPSI
Registration Number:	4115544	RIGHT WHERE YOU NEED US
Registration Number:	4007171	RIGHT WHERE YOU NEED US
Registration Number:	4813611	YOUR JOURNEY. OUR MISSION.
Registration Number:	4813599	YOUR JOURNEY. OUR MISSION.
Registration Number:	4740056	YOUR JOURNEY. OUR MISSION.
Registration Number:	4740054	YOUR JOURNEY. OUR MISSION.
Registration Number:	4713604	YOUR JOURNEY. OUR MISSION.
Registration Number:	4740055	YOUR JOURNEY. OUR MISSION.
Registration Number:	4522143	PERCEPTIVE
Registration Number:	4118928	PERCEPTIVE
Registration Number:	4118930	PERCEPTIVE
Registration Number:	4118929	PERCEPTIVE
Registration Number:	3190512	PERCEPTIVE INFORMATICS
Registration Number:	4365599	PERCEPTIVE MYTRIALS
Registration Number:	4373317	PERCEPTIVE MYTRIALS
Registration Number:	4373318	PERCEPTIVE MYTRIALS
Registration Number:	4365600	PERCEPTIVE MYTRIALS
Registration Number:	3510770	CMO
Registration Number:	3839504	I-MSL
Registration Number:	3979994	OPTIMIZING SCIENTIFIC EXCHANGE
Registration Number:	3983165	THE MEDICAL AFFAIRS COMPANY
Registration Number:	3487409	TMAC
Registration Number:	4889063	TMAC DIRECT

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: 800-494-5225

Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F172988

NAME OF SUBMITTER: Emily Ohannessian

SIGNATURE: /Emily Ohannessian/

DATE SIGNED: 10/02/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2017 (this “Agreement”), by and among DATALABS INC., a Delaware corporation, LIQUENT, INC., a Delaware corporation, THE MEDICAL AFFAIRS COMPANY, LLC, a Delaware corporation, PARAXEL INTERNATIONAL CORPORATION, a Massachusetts corporation and PERCEPTIVE INFORMATICS, INC., a Delaware corporation (each, a “Grantor”) and Bank of America, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit and Guaranty Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among WEST STREET MERGER SUB, INC., a Massachusetts corporation (“Merger Sub”), which upon the effectiveness of the Acquisition will be merged with and into PAREXEL INTERNATIONAL CORPORATION, a Massachusetts corporation (the “Target”), (upon the effectiveness of the Acquisition (as defined in the Credit Agreement), the “Borrower”), WEST STREET HOLDINGS, INC., a Delaware corporation (“U.S. Holdings”), WEST STREET INTERMEDIATE HOLDINGS CORP., a Delaware corporation (“U.S. Intermediate Holdings”), WEST STREET HOLDINGS III LTD., a company incorporated under the laws of England and Wales with registration number 10938693 (“U.K. Holdings”), WEST STREET INTERMEDIATE HOLDINGS LTD., a company incorporated under the laws of England and Wales with registration number 10938919 (“U.K. Intermediate Holdings”), the lenders from time to time party thereto (collectively, the “Lenders” and each a “Lender”), Bank of America, N.A., as administrative agent and collateral agent for the Secured Parties, Swing Line Lender and L/C Issuer and the other L/C Issuers party thereto and (b) the U.S. Security Agreement dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among Merger Sub, which upon effectiveness of the Acquisition will be merged with and into the Target, U.S. Holdings, U.S. Intermediate Holdings, the U.S. Subsidiary Guarantors from time to time party thereto, U.K. Holdings, U.K. Intermediate Holdings and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Authorization. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

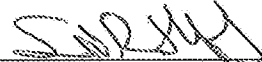
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

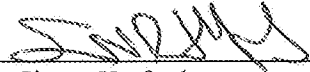
DATALABS INC., as Grantor

By 
Name: Simon Harford
Title: Treasurer

LIQUENT, INC., as Grantor

By 
Name: Simon Harford
Title: Treasurer

THE MEDICAL AFFAIRS COMPANY, LLC,
as Grantor

By 
Name: Simon Harford
Title: Treasurer

PARAXEL INTERNATIONAL
CORPORATION, as Grantor

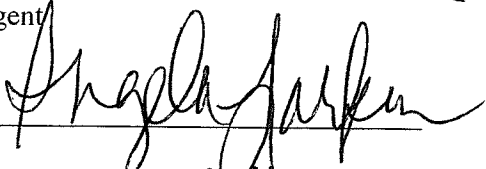
By 
Name: Simon Harford
Title: Senior Vice President

PERCEPTIVE INFORMATICS, INC., as
Grantor

By 
Name: Simon Harford
Title: Treasurer

BANK OF AMERICA N.A., as
Collateral Agent

By:
Name:
Title:



Angela Larkin
Assistant Vice President

Schedule I

U.S. Federal Trademark Registrations and Applications

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
DATALABS	76596877	10 Jun 2004	3069766	21 Mar 2006	DataLabs, Inc.
COREDOSSIER	74622950	19 Jan 1995	2118213	02 Dec 1997	Liquent Inc.
INSIGHT FOR PUBLISHING	85627053	16 May 2012	4905344	23 Feb 2016	Liquent Inc.
INSIGHT FOR REGISTRATIONS	85627131	16 May 2012	4902121	16 Feb 2016	Liquent Inc.
INSIGHT FOR SUBMISSION MANAGEMENT	85627026	16 May 2012	4905343	23 Feb 2016	Liquent Inc.
INSIGHT FOR VIEWING	85627122	16 May 2012	4905347	23 Feb 2016	Liquent Inc.
INSIGHT FOR XEVMPD	85627137	16 May 2012	4905348	23 Feb 2016	Liquent Inc.
INSIGHT PUBLISHER	85627040	16 May 2012	4902120	16 Feb 2016	Liquent Inc.
INSIGHT RENDERING	85627081	16 May 2012	4905345	23 Feb 2016	Liquent Inc.
INSIGHT VALIDATOR	85627114	16 May 2012	4905346	23 Feb 2016	Liquent Inc.
LIQUENT	76199124	23 Jan 2001	2646889	05 Nov 2002	Liquent Inc.
LIQUENT INSIGHT	76461635	25 Oct 2002	2846058	25 May 2004	Liquent Inc.
LIQUENT PUBLISHPERFECT	77629616	09 Dec 2008	3785711	04 May 2010	Liquent Inc.
LIQUENT SMARTLINK	77764954	22 Jun 2009	3906258	18 Jan 2011	Liquent Inc.
IMPACT	76658274	11 Apr 2006	3200264	23 Jan 2007	Parexel International Corporation

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
PAREXEL	73565661	28 Oct 1985	1403530	29 Jul 1986	Parexel International Corporation
PAREXEL	75644415	05 Feb 1999	2407845	28 Nov 2000	Parexel International Corporation
PAREXEL MYTRIALS	85571109	15 Mar 2012	4407856	24 Sep 2013	Parexel International Corporation
PAREXEL MYTRIALS	85571108	15 Mar 2012	4407855	24 Sep 2013	Parexel International Corporation
PAREXEL MYTRIALS	85571105	15 Mar 2012	4407854	24 Sep 2013	Parexel International Corporation
PPSI and Design	76662328	29 Jun 2006	3621274	19 May 2009	Parexel International Corporation
PPSI	76662327	29 Jun 2006	3617919	12 May 2009	Parexel International Corporation
RIGHT WHERE YOU NEED US	85021173	22 Apr 2010	4115544	20 Mar 2012	Parexel International Corporation
RIGHT WHERE YOU NEED US	85021169	22 Apr 2010	4007171	02 Aug 2011	Parexel International Corporation
YOUR JOURNEY. OUR MISSION.	86149034	19 Dec 2013	4813611	15 Sep 2015	Parexel International Corporation
YOUR JOURNEY. OUR MISSION.	86145300	16 Dec 2013	4813599	15 Sep 2015	Parexel International Corporation
YOUR JOURNEY. OUR MISSION.	86145298	16 Dec 2013	4740056	19 May 2015	Parexel International Corporation

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
YOUR JOURNEY. OUR MISSION.	86145295	16 Dec 2013	4740054	19 May 2015	Parexel International Corporation
YOUR JOURNEY. OUR MISSION.	86145294	16 Dec 2013	4713604	31 Mar 2015	Parexel International Corporation
YOUR JOURNEY. OUR MISSION.	86145296	16 Dec 2013	4740055	19 May 2015	Parexel International Corporation
PERCEPTIVE	77773196	02 Jul 2009	4522143	29 Apr 2014	Perceptive Informatics, Inc.
PERCEPTIVE	77773201	02 Jul 2009	4118928	27 Mar 2012	Perceptive Informatics, Inc.
PERCEPTIVE	77773526	02 Jul 2009	4118930	27 Mar 2012	Perceptive Informatics, Inc.
PERCEPTIVE	77773205	02 Jul 2009	4118929	27 Mar 2012	Perceptive Informatics, Inc.
PERCEPTIVE INFORMATICS and Design	76627848	13 Jan 2005	3190512	02 Jan 2007	Perceptive Informatics, Inc.
PERCEPTIVE MYTRIALS	85576360	21 Mar 2012	4365599	09 Jul 2013	Perceptive Informatics, Inc.
PERCEPTIVE MYTRIALS	85576359	21 Mar 2012	4373317	23 Jul 2013	Perceptive Informatics, Inc.
PERCEPTIVE MYTRIALS	85576364	21 Mar 2012	4373318	23 Jul 2013	Perceptive Informatics, Inc.
PERCEPTIVE MYTRIALS	85576369	21 Mar 2012	4365600	09 Jul 2013	Perceptive Informatics, Inc.

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
CMO Design	77241637	30 Jul 2007	3510770	07 Oct 2008	The Medical Affairs Company, LLC
I-MSL	77843328	07 Oct 2009	3839504	24 Aug 2010	The Medical Affairs Company, LLC
OPTIMIZING SCIENTIFIC EXCHANGE	77843300	07 Oct 2009	3979994	21 Jun 2011	The Medical Affairs Company, LLC
THE MEDICAL AFFAIRS COMPANY and Design	77843264	07 Oct 2009	3983165	28 Jun 2011	The Medical Affairs Company, LLC
TMAC	77241631	30 Jul 2007	3487409	19 Aug 2008	The Medical Affairs Company, LLC
TMAC DIRECT and Design	86659528	11 Jun 2015	4889063	19 Jan 2016	The Medical Affairs Company, LLC