

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelemage, LLC		12/21/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	HSBC BANK USA		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3489913	INTELEMAGE	
Registration Number:	3729618	INTELEVULT	
Registration Number:	3489912	INTELEGRID	
Registration Number:	4758497	DIRECTOR	
CORRESPONDENCE DATA			
Fax Number:	3127068243		
<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:	3127017423		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	Guy W. Barcelona Jr.		
Address Line 1:	71 South Wacker Drive		
Address Line 2:	Mayer Brown LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	17557074		
NAME OF SUBMITTER:	Guy W. Barcelona Jr.		
SIGNATURE:	/Guy W. Barcelona Jr./		
DATE SIGNED:	01/02/2018		
Total Attachments: 10			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, this “Agreement”), is made by the Persons identified as Grantors on the signature pages hereto (each a “Grantor”), in favor of HSBC BANK USA, NATIONAL ASSOCIATION, as the administrative agent (together with its successors thereto in such capacity, the “Administrative Agent”) for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of December 21, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among Medidata Solutions, Inc., as Borrower, the Lenders party thereto, the Issuing Banks party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor and certain other grantors have executed and delivered a Pledge and Security Agreement, dated as of December 21, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.7 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the Secured Obligations, each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the “Trademark Collateral”):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

all Proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article IX thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first above written.

MEDIDATA SOLUTIONS, INC., as a Grantor

By: Tarek Sherif
Name: Tarek Sherif
Title: Chief Executive Officer

(HSBC/Medidata - Trademark Security Agreement)

TRADEMARK
REEL: 006240 FRAME: 0636


INTELEMAGE, LLC, as a Grantor

By: Tarek Sherif
Name: Tarek Sherif
Title: Chief Executive Officer

(HSBC/Medidata - Trademark Security Agreement)

TRADEMARK
REEL: 006240 FRAME: 0637

HSBC BANK USA, NATIONAL ASSOCIATION,
as Administrative Agent



By: 
Name:
Title:

Asma Alghofailey
Vice President

Schedule I

Item A

U.S. Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ARCHITECTURE OF HOPE	5,336,672	11/14/2017
MEDIDATA	2,509,348 4,550,995	11/20/2001 06/17/2014
MEDIDATA CLINICAL CLOUD	4,463,785	1/7/2014
MEDIDATA SOLUTIONS	3,211,323	2/20/2007
INTELEMAGE	3,489,913 ¹	08/19/2008
INTELEVAULT	3,729,618 ²	12/22/2009
INTELEGRID	3,489,912 ³	08/19/2008
DIRECTOR	4,758,497 ⁴	04/14/2014
CONCEPT TO CONCLUSION	4,134,015	05/01/2012
CROCAS	2,067,543	06/03/1997
CROCAS PBT	2,121,310	12/16/1997
DESIGN OPTIMIZER	5,075,321	11/1/2016
GEEKS TALK CLINICAL	4,315,790	04/09/2013
GRANTS MANAGER	2,901,447	11/09/2004
IMEDIDATA	3,800,470	06/08/2010
MEDIDATA and Design 	4,598,860	09/02/2014
MEDIDATA and Design 	2,514,683	12/04/2001

¹ Owned by Intelimage, LLC

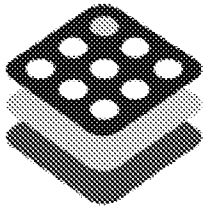
² Owned by Intelimage, LLC

³ Owned by Intelimage, LLC

⁴ Owned by Intelimage, LLC

MEDIDATA BALANCE	3,932,535	03/15/2011
MEDIDATA CODER	4,206,624	09/11/2012
MEDIDATA CODER and Design 	4,206,625	09/11/2012
MEDIDATA CRO CONTRACTOR	3,664,756	08/04/2009
MEDIDATA CRO CONTRACTOR and Design 	3,661,834	07/28/2009
MEDIDATA CTMS	4,615,924	10/07/2014
MEDIDATA DESIGNER	3,664,755	08/04/2009
MEDIDATA DESIGNER and Design 	3,664,757	08/04/2009
MEDIDATA GRANTS MANAGER	3,793,812	05/25/2010
MEDIDATA GRANTS MANAGER and Design 	3,772,477	04/06/2010
MEDIDATA INSIGHTS	4,458,837	12/31/2013
MEDIDATA MEDICAL IMAGING	5,190,309	05/25/2017
MEDIDATA MEDIDATA SOLUTIONS WORLDWIDE & DESIGN	3,258,165	07/03/2007

		
MEDIDATA OPERATIONAL PERFORMANCE ANALYTICS	5,144,373	02/21/2017
MEDIDATA PATIENT CLOUD	4,463,786	01/07/2014
MEDIDATA RAVE	2,878,651	08/31/2004
MEDIDATA RAVE & DESIGN 	3,258,164	07/03/2007
MEDIDATA RAVEX	4,994,931	07/05/2016
MEDIDATA SERVICES	3,413,287	04/15/2008
MEDIDATA STUDY DESIGN OPTIMIZATION SERVICE	5,117,091	01/10/2017
MEDIDATA UNIVERSITY	3,367,035	01/08/2008
MEDIDATA UNIVERSITY & DESIGN 	3,367,034	01/08/2008
OPTIMIZING CLINICAL TRIALS: CONCEPT TO CONCLUSION	4,192,908	08/21/2012

PATIENT CLOUD LOGO 	5,355,481	03/20/2015
PATIENT CLOUD SENSORLINK	5,152,770	02/28/2017
PICAS	1,771,793	05/18/1993
POWERING SMARTER TREATMENTS FOR HEALTHIER PEOPLE	4,846,100	11/3/2015
RAVEX	5238002	07/04/2017
SAFETY GATEWAY	5,293,781	09/26/2017

Pending U.S. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
TOTALVIEW	87/560,354	08/08/2017

Item B

None.