

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evolution Research Group, LLC		05/25/2018	Limited Liability Company: DELAWARE
Brain Matters Research, LLC		05/25/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Administrative Agent
Street Address:	150 South Wacker Drive
Internal Address:	Suite 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4776016	BRAIN MATTERS RESEARCH
Registration Number:	5299516	CPMI CLINICAL PHARMACOLOGY OF MIAMI WHER
Registration Number:	4949830	MIDWEST CLINICAL RESEARCH
Registration Number:	4935890	PRN PACIFIC RESEARCH NETWORK
Registration Number:	4768321	WOODLAND INTERNATIONAL RESEARCH GROUP
Registration Number:	4768231	THIEVON-WRIGHT CONSULTING GROUP
Registration Number:	4768237	ST. LOUIS CLINICAL TRIALS
Registration Number:	4801201	ERG
Serial Number:	87904248	NPRC NEUROPSYCHIATRIC RESEARCH CENTER
Serial Number:	87563950	ENDEAVOR CLINICAL TRIALS
Serial Number:	87693567	BRAIN MATTERS RESEARCH

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 2128198200

TRADEMARK

Email: iprecordations@whitecase.com
Correspondent Name: Matthew Champion/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 2: Patent and Trademark Dept.
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1182886-0014-9874

NAME OF SUBMITTER: Matthew Champion

SIGNATURE: /Matthew Champion/

DATE SIGNED: 05/25/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 25, 2018 (this “Trademark Security Agreement”), is made by each Pledgor that is a signatory hereto, in favor of Golub Capital LLC, in its capacity as Administrative Agent for the secured parties (in such capacity, the “Administrative Agent”) pursuant to that certain Credit Agreement, dated as of May 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ERG Buyer, LLC, a Delaware limited liability corporation (the “Parent Borrower”), ERG Intermediate, LLC, a Delaware limited liability (“Holdings”), ERG Mergercorp, Inc., a Delaware corporation (“Blocker MergerCo”) (which on the Closing Date shall be merged with and into ERG Blocker, Inc., a Delaware corporation (“Blocker”), with Blocker surviving such merger as a borrower thereunder, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and the Administrative Agent

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all goodwill connected with such Pledgor’s business with respect to such Trademarks, including without limitation, all goodwill connected with the use of and symbolized by such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is

deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Administrative Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

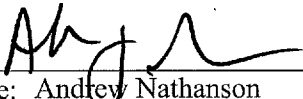
SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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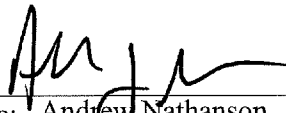
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS

EVOLUTION RESEARCH GROUP, LLC

By: 
Name: Andrew Nathanson
Title: Chief Financial Officer

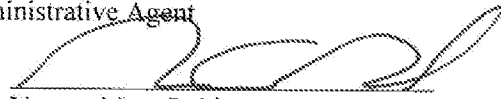
BRAIN MATTERS RESEARCH, LLC

By: 
Name: Andrew Nathanson
Title: Chief Financial Officer

Accepted and Agreed:

GOLUB CAPITAL LLC,
as Administrative Agent

By:



Name: Marc Robinson
Title: Managing Director

[Signature Page to Trademark Security Agreement -- ERG]

TRADEMARK
REEL: 006336 FRAME: 0852

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Brain Matters Research, LLC	BRAIN MATTERS RESEARCH	4776016
Evolution Research Group, LLC	CPMI CLINICAL PHARMACOLOGY OF MIAMI WHERE EXPERIENCE AND EXCELLENCE MEET	5299516
Evolution Research Group, LLC	MIDWEST CLINICAL RESEARCH	4949830
Evolution Research Group, LLC	PRN PACIFIC RESEARCH NETWORK	4935890
Evolution Research Group, LLC	WOODLAND INTERNATIONAL RESEARCH GROUP	4768321
Evolution Research Group, LLC	THIEVON-WRIGHT CONSULTING GROUP	4768231
Evolution Research Group, LLC	ST. LOUIS CLINICAL TRIALS	4768237
Evolution Research Group, LLC	ERG	4801201

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Evolution Research Group, LLC	NPRC NEUROPSYCHIATRIC RESEARCH CENTER	87904248
Evolution Research Group, LLC	ENDEAVOR CLINICAL TRIALS	87563950
Brain Matters Research , LLC	BRAIN MATTERS RESEARCH	87693567