

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medidata Solutions, Inc.		07/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION		
Street Address:	1800 Tysons Boulevard		
Internal Address:	Suite 50		
City:	Mclean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	National Association (Bank): UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5164856	SHYFT ANALYTICS	
Registration Number:	5164858	SHYFT ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018755		
Email:	ccronin@mayerbrown.com		
Correspondent Name:	Courtney Cronin		
Address Line 1:	71 s wacker		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Courtney E. Cronin		
SIGNATURE:	/Courtney Cronin/		
DATE SIGNED:	07/24/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2018 (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.

WITNESSETH:

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 commonlaw 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.

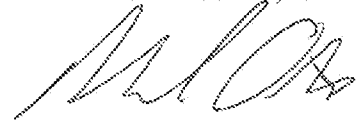
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article IX thereof.

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 Authorized Officer as of the date first above written.

MEDIDATA SOLUTIONS, INC.

By: 
Name: Michael Otner
Title: Executive Vice President
General Counsel
20-JUL-2018

HSBC BANK USA, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name:

Title:


Asma Alghofailey
Vice President

TRADEMARK

REEL: 006388 FRAME: 0773

Schedule I

Item A

U.S. Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SHYFT ANALYTICS	5164856	3/21/2017
SHYFT logo	5164858	3/21/2017

Pending U.S. Trademark Applications

None.

Item B

None.