

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDDX LLC		07/12/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87366993	DATARAMP	
Serial Number:	87364230	IMAGE LEARN	
Serial Number:	87358878	MOVING PICTURES	
Serial Number:	87414641	TRIAL ENDPOINT ADJUDICATION MODULE	
Serial Number:	87536365	MDDX	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25356-3		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	07/13/2018		

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Total Attachments: 6

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Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of July 12, 2018, (this “**Agreement**”), among MDDX LLC, a California limited liability company (the “**Grantor**”), and JEFFERIES FINANCE LLC (“**Jefferies**”), as Second Lien Collateral Agent (in such capacity, together with its successors and assigns, the “**Second Lien Collateral Agent**”).

WHEREAS, BioClinica Intermediate LP, a Delaware limited partnership (the “**Parent Guarantor**”), BioClinica Holding I, LP, a Delaware limited partnership (“**Holdings**”), BioClinica-Clinverse Holdings Corp., BioClinica-Synowledge Holdings Corp., BioClinica-Synarc Holdings Corp., BioClinica-eClinical Holdings Corp., each a Delaware corporation (the “**Borrowers**”), the Lenders party thereto, Jefferies, as Administrative Agent (in such capacity, together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of October 20, 2016 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, pursuant to Section 6.10(a) of the the Credit Agreement, the Grantor executed that certain Supplement No. 2, dated as of the date hereof, to the Second Lien Security Agreement (as so supplemented and as may be further amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of October 20, 2016, among the Parent Guarantor, Holdings, the Borrowers, the other Subsidiary Parties named therein and the Second Lien Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Second Lien Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings of any of the foregoing, and all registration and recording applications filed in connection with any of the foregoing, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals of any of the foregoing, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use of or symbolized by any of the foregoing, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements, dilutions or other violations of any of the foregoing, (ii) rights corresponding to any of the foregoing throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations of any of the foregoing.

For the avoidance of doubt, the Trademark Collateral does not include any “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d), or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), with respect to such intent-to-use application, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the Second Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral 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. Recordation. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.


SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank]

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

MDDX LLC, as the Grantor

By: 
Name: David Herron
Title: President and Chief Executive Officer

JEFFERIES FINANCE LLC,
as Second Lien Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule I

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Dataramp	87366993	03/10/2017
Image Learn	87364230	03/08/2017
Moving Pictures	87358878	03/05/2017
Trial Endpoint Adjudication Module	87414641	4/17/2017
MDDX	87536365	Original 10/2/2008 New 7/20/17