

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRF INC.		09/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AND COLLATERAL AGENT		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5115638	CRF HEALTH SIMPLY RELIABLE	
Registration Number:	5115639	CRF HEALTH SIMPLY RELIABLE	
Registration Number:	3956447	CRF HEALTH	
Registration Number:	4533812	C-R-F HEALTH REAL PATIENT DATA 24/7	
Registration Number:	3953087	CRF HEALTH	
Registration Number:	5325966	TRIALCONSENT	
Registration Number:	5325949	TRIALCONSENT	
Registration Number:	5221027	TRIALMANAGER	
Registration Number:	5221028	TRIALMANAGER	
Registration Number:	3114603	TRIALMAX	
Registration Number:	4855180	TRIALMAX APP	
Registration Number:	4772713	TRIALMAX APP	
Registration Number:	5085876	TRIALMAX SLATE	
Registration Number:	5085877	TRIALMAX SLATE	
Registration Number:	4605863	TRIALMAX SLATE	
Registration Number:	4589022	TRIALMAX SLATE	
Registration Number:	4808778	TRIALMAX SYNAPSE	
Registration Number:	4808779	TRIALMAX SYNAPSE	
Registration Number:	4407664	TRIALMAX TOUCH	
TRADEMARK			

OP \$615.00 5115638

Property Type	Number	Word Mark
Registration Number:	4605864	TRIALMAX TOUCH
Registration Number:	4593141	TRIALMAX TOUCH
Registration Number:	4400505	TRIALMAX TOUCH
Registration Number:	4407663	TRIALMAX WEB
Registration Number:	4392671	TRIALMAX WEB

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038507-0724

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /kja/

DATE SIGNED: 09/13/2018

Total Attachments: 11

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 5, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Clinapps, Inc., a California corporation, Bracket Global LLC, a Delaware limited liability company, Motentia, LLC, a Virginia limited liability company, CRF Inc., a Delaware corporation, and Entra Health Systems LLC, a California limited liability company (each, a “Grantor”) in favor of Jefferies Finance LLC, as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to Bracket Intermediate Holding Corp., a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Buccaneer Midco Limited, a company incorporated under the laws of England and Wales (“UK Holdings”), Buccaneer Bidco Limited, a company incorporated under the laws of England and Wales (“UK Intermediate”), BI Gen Holdings, Inc., a Delaware corporation (“US Holdings”), BI Gen Intermediate, Inc., a Delaware corporation (“US Intermediate” and, together with UK Holdings, UK Intermediate and US Holdings, the “Holdings Entities”), the Borrower, the Lenders from time to time party thereto and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of each Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

- (a) all Trademarks listed on Schedule I hereto, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements and dilutions thereof;
- (d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (e) all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically

granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP 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. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Termination or Release. (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at each Grantor's expense, all UCC termination statements, security interest terminations and releases for filing with the United States Patent and Trademark Office and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR

AGREEMENT (OR SUCH ACCEPTABLE INTERCREDITOR AGREEMENT, AS APPLICABLE) SHALL GOVERN AND CONTROL.

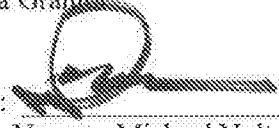
[Signature Pages Follow]

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

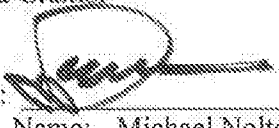
CLINAPPS, INC.,
as a Grantor

By: 
Name: Michael Nolte
Title: Chief Executive Officer and President


BRACKET GLOBAL LLC,
as a Grantor

By: 
Name: Michael Nolte
Title: Chief Executive Officer and President

MOTENTIA, LLC,
as a Grantor

By: 
Name: Michael Nolte
Title: Chief Executive Officer

CRF INC.,
as a Grantor

By:  _____
Name:
Title:

ENTRA HEALTH SYSTEMS LLC,
as a Grantor

By: _____
Name:
Title:

CRF INC.,
as a Grantor


By: _____
Name:
Title:

ENTRA HEALTH SYSTEMS LLC,
as a Grantor

By:  _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

JEFFERIES FINANCE LLC,
as Agent

By: 
Name: _____
Title: Jason Kennedy
Managing Director

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	CRF HEALTH CRF HEALTH	86966241	4/6/2016			CRF Inc.
2.	 HEALTH CRF HEALTH	86966254	4/6/2016			CRF Inc.
3.	 HEALTH SIMPLY RELIABLE CRF HEALTH SIMPLY RELIABLE			5115638	1/3/2017	CRF Inc.
4.	 HEALTH SIMPLY RELIABLE CRF HEALTH SIMPLY RELIABLE			5115639	1/3/2017	CRF Inc.
5.	 <i>Entra Health Systems</i> E H S ENTRA HEALTH SYSTEMS			4684143	2/10/2015	Entra Health Systems LLC
6.	 HEALTH CRF HEALTH			3956447	5/10/2011	CRF Inc.
7.	 HEALTH CRF HEALTH	86966251	4/6/2016			CRF Inc.
8.	 HEALTH C-R-F HEALTH REAL PATIENT DATA 24/7			4533812	5/20/2014	CRF Inc.
9.	TRIALSTUDIO TRIALSTUDIO	86959982	3/31/2016			CRF Inc.
10.	BRACKET			4405724	9/24/2013	Bracket Global LLC
11.	BRACKET			4246504	11/20/2012	Bracket Global LLC
12.	BRACKET eCOA	87064086	6/8/2016	516444	3/21/2017	Bracket Global LLC

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
13.	BRACKET RTSM			4405650	9/24/2013	Bracket Global LLC
14.	BRACKET SCIENCE. TECHNOLOGY. SERVICE.	87064094	6/8/2016	5164442	3/21/2017	Bracket Global LLC
15.	CAREMAX CAREMAX	87397715	4/4/2017			CRF Inc.
16.	CDR SYSTEM			4409947	10/1/2013	Bracket Global LLC
17.	CLINAPPS			3084665	4/25/2006	Clinapps, Inc.
18.	COGNITIVE DRUG RESEARCH			4519989	4/29/2014	Bracket Global LLC
19.	CONCORDANT SYSTEM			4405751	9/24/2013	Bracket Global LLC
20.	CRF HEALTH CRF HEALTH			3953087	5/3/2011	CRF Inc.
21.	CRF HEALTH CRF HEALTH	86966246	4/6/2016			CRF Inc.
22.	ENDPOINT RELIABILITY			4574228	7/29/2014	Bracket Global LLC
23.	EPRO LOG			3872063	11/9/2010	Bracket Global LLC
24.	EPRO-NOW			4143256	5/15/2012	Bracket Global LLC
25.	INCREASING THE POWER OF CLINICAL RESEARCH DATA	87064097	6/8/2016	5164443	3/21/2017	Bracket Global LLC
26.	IR2			4405725	9/24/2013	Bracket Global LLC
27.	MPAL mPal			5144765	2/21/2017	Motientia, LLC
28.	mProve MPROVE			4589888	8/19/2014	Motientia, LLC
29.	mPulse MPULSE	86931433	3/7/2016			Motientia, LLC
30.	mTrack MTRACK			5149349	2/28/2017	Motientia, LLC
31.	MYGLUCOHEALTH			3616194	5/5/2009	Entra Health Systems LLC
32.	MYGLUCOHEALTH			3908549	1/18/2011	Entra Health Systems LLC

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
33.	MYHEALTHPOINT			4879223	1/5/2016	Entra Health Systems LLC
34.	PRECISION AT EVERY STEP			4405722	9/24/2013	Bracket Global LLC
35.	RATER STATION			4538497	5/27/2014	Bracket Global LLC
36.	SIMPLY RELIABLE	86691327	7/13/2015			CRF Inc.
37.	SIMPLY RELIABLE	86691329	7/13/2015			CRF Inc.
38.	SMARTSUPPLIES			3095047	5/23/2006	Clinapps, Inc.
39.	STUDIYIQ	87397697	4/4/2017			CRF Inc.
40.	TECHNOLOGY FROM DAY 1			4440054	11/26/2013	Bracket Global LLC
41.	TFD1			4669516	1/13/2015	Bracket Global LLC
42.	TRIAL GUIDE			5127181	1/24/2017	Motentia, LLC
43.	TRIALCONSENT			5325966	10/31/2017	CRF Inc.
44.	TRIALCONSENT			5325949	10/31/2017	CRF Inc.
45.	TRIALMANAGER			5221027	6/13/2017	CRF Inc.
46.	TRIALMANAGER			5221028	6/13/2017	CRF Inc.
47.	TRIALMAX			3114603	7/11/2006	CRF Inc.
48.	TRIALMAX APP			4855180	11/17/2015	CRF Inc.
49.	TRIALMAX APP			4772713	7/14/2015	CRF Inc.
50.	TRIALMAX CONMED	86691321	7/13/2015			CRF Inc.
51.	TRIALMAX CONMED	86691319	7/13/2015			CRF Inc.
52.	TRIALMAX CONMED	86691324	7/13/2015			CRF Inc.
53.	TRIALMAX CONMED	86691314	7/13/2015			CRF Inc.
54.	TRIALMAX SLATE			5085876	11/22/2016	CRF Inc.
55.	TRIALMAX SLATE			5085877	11/22/2016	CRF Inc.

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
56.	TRIALMAX SLATE			4605863	9/16/2014	CRF Inc.
57.	TRIALMAX SLATE			4589022	8/19/2014	CRF Inc.
58.	TRIALMAX SYNAPSE			4808778	9/8/2015	CRF Inc.
59.	TRIALMAX SYNAPSE			4808779	9/8/2015	CRF Inc.
60.	TRIALMAX TOUCH			4407664	9/24/2013	CRF Inc.
61.	TRIALMAX TOUCH			4605864	9/16/2014	CRF Inc.
62.	TRIALMAX TOUCH			4593141	8/26/2014	CRF Inc.
63.	TRIALMAX TOUCH			4400505	9/10/2013	CRF Inc.
64.	TRIALMAX WEB			4407663	9/24/2013	CRF Inc.
65.	TRIALMAX WEB			4392671	8/27/2013	CRF Inc.
66.	TRIALSTUDIO	86959975	3/31/2016			CRF Inc.
67.	VERIFIED			4405723	9/24/2013	Bracket Global LLC