

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synarc Inc.		02/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BioClinica, Inc.		
Street Address:	211 Carnegie Center Drive		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2491153	SYNARC	
Registration Number:	3213204	SYNAFLEXER	
Registration Number:	3372606		
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5545		
Email:	michelle.raynes@morganlewis.com		
Correspondent Name:	Daniel Marks		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attn: TMSU		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	061964.0009		
NAME OF SUBMITTER:	Michelle S. Raynes		
SIGNATURE:	/Michelle S. Raynes/		
DATE SIGNED:	03/08/2019		
Total Attachments: 2			
source=BioClinica Trademark Assignment#page1.tif			
source=BioClinica Trademark Assignment#page2.tif			

CH \$90.00 2491153

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of February 21, 2019 (the Effective Date") by and between Synarc Inc., a Delaware corporation ("Assignor") and BioClinica, Inc. a Delaware corporation ("Assignee").

WHEREAS, the Assignor has agreed to assign to the Assignee all of Assignor's right, title, and interest in and to the trademarks, SYNARC, U.S. Reg. No. 2,491,153, SYNAFLEXER, U.S. Reg. No. 3,213,204 and GLOBE & CARET Design, Reg. No. 3,372,606 (the "Trademarks"), and Assignee agrees to accept the assignment of the Trademarks.

NOW, THEREFORE, for and in full consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Transfer of Trademarks. Assignor hereby conveys, transfers, assigns and delivers to Assignee, and Assignee hereby acquires, and accepts from Assignor, all of Assignor's right, title, and interest in, to, and under the Trademarks, including all goodwill associated therewith, any trademark registrations, and all rights of action and remedies for past, present, and future infringements of the Trademarks, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Recordation of Assignment. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer of any one or more of the Trademarks. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and any other applicable governmental authority, to issue or transfer the Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Agreement with all applicable government authorities so as to perfect its ownership of the Trademarks.

3. Effective Date and Term. This Agreement will be effective as of the Effective Date first set forth above once it has been duly executed by the authorized representatives of the parties.

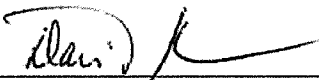
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the transfer and assignment of the Trademarks, and supersedes any prior agreements or communications concerning the Trademarks. This Agreement shall not create any rights to any third parties.

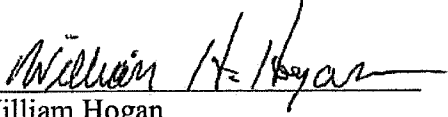
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by their duly authorized officers as of the Effective Date stated above.

ASSIGNOR

ASSIGNEE

By: 
David Herron
President and Chief Executive Officer

By: 
William Hogan
EVP, Chief Financial Officer