

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor Strategy Partners, LLC		03/01/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as administrative agent and collateral agent		
Street Address:	Eleven Madison Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4305621	TAYLOR STRATEGY PARTNERS	
Registration Number:	4305632	TSP TAYLOR STRATEGY PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1062536 TM IPSA - A		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	03/26/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 1, 2018, (this "Agreement"), among Taylor Strategy Partners, LLC, an Ohio limited liability company (the "Grantor") and Credit Suisse AG, as administrative agent and collateral agent (in such capacities, the "Collateral Agent") for the ratable benefit of the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), by and among, *inter alios*, Syneos Health, Inc., a Delaware corporation (f/k/a INC Research Holdings, Inc.) (the "Administrative Borrower"), the other borrowers party thereto (each a "Borrower" and collectively with the Administrative Borrower, the "Borrowers"), the Lenders from time to time party thereto, and the Administrative 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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

(A) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

(B) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

TAYLOR STRATEGY PARTNERS, LLC

By: 
Name: Jesse K. Moore
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT -- TSP]

TRADEMARK
REEL: 006601 FRAME: 0041

SCHEDULE I

TRADEMARKS

OWNER	REG. NO.	TRADEMARK
Taylor Strategy Partners, LLC	Registration No. 4,305,621	TAYLOR STRATEGY PARTNERS
Taylor Strategy Partners, LLC	Registration No. 4,305,632	TSP TAYLOR STRATEGY PARTNERS

TRADEMARK APPLICATIONS

OWNER	SERIAL NO. /	TRADEMARK
None.		