

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velos LLC		04/15/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC, as Administrative Agent		
Street Address:	330 Madison Ave., 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2553002	VELOS	
Registration Number:	2591919	VELOS	
Registration Number:	2555312		
Registration Number:	2522991		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	32155 / 003		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	04/18/2019		
Total Attachments: 6			

CH \$115.00 2553002

source=Guggenheim Trademark Security Agreement - Velos#page1.tif
source=Guggenheim Trademark Security Agreement - Velos#page2.tif
source=Guggenheim Trademark Security Agreement - Velos#page3.tif
source=Guggenheim Trademark Security Agreement - Velos#page4.tif
source=Guggenheim Trademark Security Agreement - Velos#page5.tif
source=Guggenheim Trademark Security Agreement - Velos#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of April, 2019, by and between the Grantor listed on the signature pages hereof ("Grantor"), and GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of August 15, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among WCG HOLDCO IV LLC, a Delaware limited liability company ("Holdco IV"), WCG HOLDINGS IV INC., a Delaware corporation ("Holdings IV"), WCG HOLDCO LLC, a Delaware limited liability company ("Sister Holdco"), WIRB – Copernicus Group, Inc., a Delaware corporation ("WIRB"); THE COPERNICUS GROUP, INC., a North Carolina corporation ("Copernicus"), WESTERN INSTITUTIONAL REVIEW BOARD, INC., a Washington corporation ("Western"), Midlands Independent Review Board, LLC, a Delaware limited liability company ("Midlands"), Aspire Independent Review Board, Inc., a Delaware corporation ("Aspire"), New England Independent Review Board, LLC, a Delaware limited liability company ("NERB"), WCG Clinical Services Inc., a Delaware corporation ("Clinical Services") and EPharmaSolutions LLC, a Delaware limited liability company ("EPHARM" and, together with WIRB, Copernicus, Western, Midlands, Aspire, NERB and Clinical Services, "Borrowers" and each a "Borrower"), the other parties thereto as "Guarantors", the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Borrowers executed and delivered to Administrative Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of August 15, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, Grantor has executed and delivered to Administrative Agent, for the benefit of Secured Parties, that certain Joinder No. 7 to the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to Section 2.1 of the Security Agreement, Grantor hereby unconditionally grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in

and to the following Collateral, whether now owned or hereafter acquired or arising, but in any event excluding any Excluded Property (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I (which schedule lists as of the date hereof only owned U.S. registered material Trademarks and Trademark Licenses (other than internet domain names)), provided that Trademark Collateral shall not include any “intent-to-use” trademark applications filed with the United States Trademark Office unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Trademark Office in connection with any such “intent-to-use” trademark applications;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and all proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions related to the Administrative Agent’s rights and remedies in respect of the Trademark Collateral of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantor’s obligations under the Security Agreement, Grantor and Administrative Agent may amend Schedule I to include any future United States registered trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including “.pdf” or “.tif” format) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. TERMINATION. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith, and as otherwise set forth in Section 2.3 of the Security Agreement ("Termination"). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

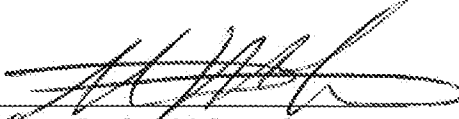
8. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

VELOS LLC, a Delaware limited liability company

By: 
Name: Stephen McLean, Jr.
Title: Treasurer

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


VELOS LLC, a Delaware limited liability company

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:




GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company

By: 
Name: **Kevin M. Robinson**
Title: **Attorney-in-Fact**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Reg Date
Velos LLC	United States of America	VELOS	2,553,002	3/26/2002
Velos LLC	United States of America		2,591,919	7/9/2002
Velos LLC	United States of America		2,555,312	4/2/2002
Velos LLC	United States of America	 The mark is lined with the color red.	2,522,991	12/25/2001
Velos LLC	Australia	VELOS	1294158	4/14/2009