

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advarra, Inc.		07/09/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5665828	A ADVARRA	
Registration Number:	5665827	A	
Registration Number:	5531858	ADVARRA	
Registration Number:	5686284	CIRBI	
Serial Number:	88252100	IBC-READY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	040896-0118		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/10/2019		

OP \$140.00 5665828

Total Attachments: 9

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Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Bearcat Buyer, Inc., a Delaware corporation, Bearcat Intermediate, Inc., a Delaware corporation, Ares Capital Corporation, as First Lien Credit Agreement Agent, and Ares Capital Corporation, as Second Lien Credit Agreement Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Advarra, Inc., an Ohio corporation, Chesapeake Research Review, LLC, a Delaware limited liability company, and Quorum Review, Inc., a Washington corporation (each, a “Grantor”), in favor of Ares Capital Corporation, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of July 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantors 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. Consistent with the requirements set forth in 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 assigned to them (including by reference to other agreements) in the Security Agreement.

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 intellectual property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”):

- A. all Trademark registrations and pending applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- C. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term "IP 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 IP 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, as if such restriction or condition had never been in effect.

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 such Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that such Grantor shall reasonably request, in a form reasonably satisfactory to such Grantor, 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. Each Grantor 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 IP 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.

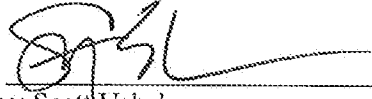
[Signature Pages Follow]

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

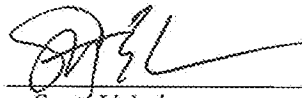
ADVARRA, INC.,
as a Grantor

By: 
Name: Scott Uebele
Title: Chief Financial Officer and Treasurer

CHESAPEAKE RESEARCH REVIEW, LLC,
as a Grantor

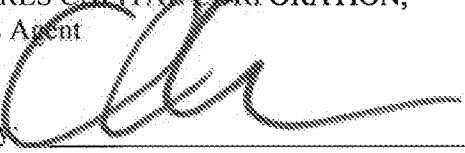
By: 
Name: Scott Uebele
Title: Chief Financial Officer and Treasurer

QUORUM REVIEW, INC.,
as a Grantor

By: 
Name: Scott Uebele
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:






ARES CAPITAL CORPORATION,
as Agent

By: 

Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Mark	Serial Number	Filing Date	Registration Number	Registration Date	Record Owner
1.	A ADVARRA Design 	87935167	24-MAY-2018	5665828	29-JAN-2019	Advarra, Inc.
2.	A Design 	87935101	24-MAY-2018	5665827	29-JAN-2019	Advarra, Inc.
3.	ADVARRA	87633954	04-OCT-2017	5531858	31-JUL-2018	Advarra, Inc.
4.	CIRBI	88091344	24-AUG-2018	5686284	26-FEB-2019	Advarra, Inc.
5.	IBC-READY	88252100	07-JAN-2019	--	--	Advarra, Inc.
6.	Design Only 	86310808	16-JUN-2014	4671695	13-JAN-2015	Chesapeake Research Review, LLC
7.	GOODWYN RESEARCH INSTITUTE	85977922	02-SEP-2010	4280864	22-JAN-2013	Chesapeake Research Review, LLC
8.	IRB-CONNECT	87328667	08-FEB-2017	5388233	23-JAN-2018	Chesapeake Research Review, LLC
9.	IRB-READY	85937093	20-MAY-2013	4459074	31-DEC-2013	Chesapeake Research Review, LLC
10.	JUMP START	86445987	05-NOV-2014	4854045	17-NOV-2015	Chesapeake Research Review, LLC
11.	K Design 	87236153	14-NOV-2016	5514569	10-JUL-2018	Quorum Review, Inc.
12.	Q CONSENT	87236169	14-NOV-2016	5493009	12-JUN-2018	Quorum Review, Inc.
13.	Q Design 	87236103	14-NOV-2016	5514568	10-JUL-2018	Quorum Review, Inc.

	Mark	Serial Number	Filing Date	Registration Number	Registration Date	Record Owner
14.	QUORUM REVIEW	78805997	02-FEB-2006	3499125	09-SEP-2008	Quorum Review, Inc.

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