

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM541750

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900515713

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OmniComm Systems, Inc.		09/18/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Administrative Agent
Street Address:	300 S. Tryon Street, Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5745695	OMNICOMM
Registration Number:	3605122	OMNICOMM SYSTEMS
Registration Number:	3471552	TRIALMASTER
Registration Number:	3971473	TRIALONE
Registration Number:	5680938	TRIALEXPLORER
Registration Number:	3628239	TRIALEXPLORER
Registration Number:	5680937	TRIALBUILDER
Registration Number:	3601248	TRIALBUILDER
Registration Number:	4689576	OMNICLOUD
Registration Number:	5747702	ECLINICAL ON DEMAND
Registration Number:	5428638	ECLINICAL SOLUTIONS FOR LIFE
Registration Number:	3732042	OMNIADVANCE
Registration Number:	4680113	THE OPERATING SYSTEM FOR EARLY PHASE RES

CORRESPONDENCE DATA

Fax Number: 7044448857

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.

Phone: 7043432104

TRADEMARK

Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Senior Paralegal
Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher, Senior Paralegal
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SIGNATURE:	/s/ Terry L. Witcher
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DATE SIGNED:	09/20/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as grantor on the signature page hereto (the “**Grantor**”) in favor of Barings Finance LLC, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to a Security Agreement, dated as of February 26, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise

recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the 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 of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This 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 (other than any outstanding contingent indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING

EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OMNICOMM SYSTEMS, INC.

By: Marc Eigner
Name: Marc Eigner
Title: President and Chief Executive Officer

BARINGS FINANCE LLC,
as Administrative Agent

By: 

Name: Max McEwen

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registration:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
OmniComm Systems, Inc.	OmniComm	5,745,695 05/07/2019
OmniComm Systems, Inc.	OmniComm Systems	3,605,122 04/14/2009
OmniComm Systems, Inc.	TrialMaster	3,471,552 07/22/2008
OmniComm Systems, Inc.	TrialOne	3,971,473 05/31/2011
OmniComm Systems, Inc.	TrialExplorer	5,680,938 02/19/2019
OmniComm Systems, Inc.	TrialExplorer	3,628,239 05/29/2009
OmniComm Systems, Inc.	TrialBuilder	5,680,937 02/19/2019
OmniComm Systems, Inc.	TrialBuilder	3,601,248 04/07/2009
OmniComm Systems, Inc.	OmniCloud	4,689,576 02/17/2015
OmniComm Systems, Inc.	Eclinical on Demand	5,747,702 05/07/2019
OmniComm Systems, Inc.	Eclinical Solutions for Life	5,428,638 03/20/2018
OmniComm Systems, Inc.	OmniAdvance	3,732,042 12/29/2009
OmniComm Systems, Inc.	The Operating System for Early Phase Research	4,680,113 01/27/2015

U.S. Trademark Applications:

None.