# OP \$1215.00 5336672

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM547275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HSBC Bank USA		10/28/2019	National Banking Association:

# **RECEIVING PARTY DATA**

Name:	Medidata Solutions, Inc.
Street Address:	350 Hudson Street
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10014
Entity Type:	Corporation: DELAWARE
Name:	Intelemage, LLC
Street Address:	350 Hudson Street
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10014
Entity Type:	Limited Liability Company: OHIO

# **PROPERTY NUMBERS Total: 48**

Property Type	Number	Word Mark
Registration Number:	5336672	ARCHITECTURE OF HOPE
Registration Number:	2509348	MEDIDATA
Registration Number:	4550995	MEDIDATA
Registration Number:	4463785	MEDIDATA CLINICAL CLOUD
Registration Number:	3211323	MEDIDATA SOLUTIONS
Registration Number:	3489913	INTELEMAGE
Registration Number:	3729618	INTELEVAULT
Registration Number:	3489912	INTELEGRID
Registration Number:	4758497	DIRECTOR
Registration Number:	4134015	CONCEPT TO CONCLUSION
Registration Number:	2067543	CROCAS

TRADEMARK REEL: 006783 FRAME: 0079

900521326

Property Type	Number	Word Mark
Registration Number:	2121310	CROCAS PBT
Registration Number:	5075321	DESIGN OPTIMIZER
Registration Number:	4315790	GEEKS TALK CLINICAL
Registration Number:	2901447	GRANTS MANAGER
Registration Number:	3800470	IMEDIDATA
Registration Number:	4598860	MEDIDATA
Registration Number:	2514683	MEDIDATA
Registration Number:	3932535	MEDIDATA BALANCE
Registration Number:	4206624	MEDIDATA CODER
Registration Number:	4206625	MEDIDATA CODER
Registration Number:	3664756	MEDIDATA CRO CONTRACTOR
Registration Number:	3661834	MEDIDATA CRO CONTRACTOR
Registration Number:	4615924	MEDIDATA CTMS
Registration Number:	3664755	MEDIDATA DESIGNER
Registration Number:	3664757	MEDIDATA DESIGNER
Registration Number:	3793812	MEDIDATA GRANTS MANAGER
Registration Number:	3772477	MEDIDATA GRANTS MANAGER
Registration Number:	4458837	MEDIDATA INSIGHTS
Registration Number:	5190309	MEDIDATA MEDICAL IMAGING
Registration Number:	3258165	MEDIDATA MEDIDATA SOLUTIONS WORLDWIDE
Registration Number:	5144373	MEDIDATA OPERATIONAL PERFORMANCE ANALYTI
Registration Number:	4463786	MEDIDATA PATIENT CLOUD
Registration Number:	2878651	MEDIDATA RAVE
Registration Number:	3258164	MEDIDATA RAVE
Registration Number:	4994931	MEDIDATA RAVEX
Registration Number:	3413287	MEDIDATA SERVICES
Registration Number:	5117091	MEDIDATA STUDY DESIGN OPTIMIZATION SERVI
Registration Number:	3367035	MEDIDATA UNIVERSITY
Registration Number:	3367034	MEDIDATA UNIVERSITY
Registration Number:	4192908	OPTIMIZING CLINICAL TRIALS: CONCEPT TO C
Registration Number:	5355481	
Registration Number:	5152770	PATIENT CLOUD SENSORLINK
Registration Number:	1771793	PICAS
Registration Number:	4846100	POWERING SMARTER TREATMENTS AND HEALTHIE
Registration Number:	5238002	RAVEX
Registration Number:	5293781	SAFETY GATEWAY
Registration Number:	5375460	TOTALVIEW

### **CORRESPONDENCE DATA**

**Fax Number:** 7136515246

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:** 713-651-5567

**Email:** annie.aymond@nortonrosefulbright.com

Correspondent Name: ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP

Address Line 1: 1301 MCKINNEY STREET Address Line 4: HOUSTON, TEXAS 77010

ATTORNEY DOCKET NUMBER:	1001059902
NAME OF SUBMITTER:	Annie Aymond
SIGNATURE:	/Annie Aymond/
DATE SIGNED:	10/30/2019

### **Total Attachments: 7**

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### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated October 28, 2019 (the "Release"), is made by HSBC BANK USA, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") and as an issuing bank under the Credit Agreement (as defined below) in favor of MEDIDATA SOLUTIONS, INC. ("Medidata") and INTELEMAGE, LLC (together with Medidata, the "Companies", and each a "Company").

WHEREAS, pursuant to that certain (i) Credit Agreement, dated as of December 21, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Medidata, the lenders party thereto and the Administrative Agent, (ii) Pledge and Security Agreement, dated as of December 21, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Companies and each other grantor party from time to time thereto in favor of the Administrative Agent and (iii) Trademark Security Agreement, dated as of December 21, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Trademark Security Agreement", and together with the Credit Agreement and the Pledge and Security Agreement, the "Agreements"), made by the Companies in favor of the Administrative Agent, each Company granted a continuing security interest (the "Security Interest") in all of the Trademark Collateral (as defined in the Trademark Security Agreement), all to the extent set forth in the Agreements;

WHEREAS, the Trademark Security Agreement was recorded with the United Stated Patent and Trademark Office ("<u>USPTO</u>") on January 2, 2018 at reel/frame numbers 006240/0509 and 006240/0631; and

WHEREAS, the Administrative Agent has agreed to release the Security Interest in the Trademark Collateral, including with respect to the certain trademark registrations and trademark applications set forth on the attached <u>Schedule A</u> (the "<u>Specified Trademarks</u>") and has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Administrative Agent hereby agrees as follows:

SECTION 1. Release of Security Interest. The Administrative Agent hereby releases its Security Interest held in the Trademark Collateral (including with respect to the Specified Trademarks) and hereby (i) terminates all its rights, powers, privileges and remedies under the Agreements with respect to the Trademark Collateral (including with respect to the Specified Trademarks), (ii) re-conveys, re-transfers, re-assigns and sets over to each Company any right, title or interest that the Administrative Agent may have acquired in the Trademark Collateral (including with respect to the Specified Trademarks), together with all the goodwill associated therewith, and (iii) releases each Company from all covenants, obligations, liabilities and warranties under the Agreements related to the Trademark Collateral (including with respect to the Specified Trademarks).

- SECTION 2. <u>Recordation</u>. This Release has been executed and delivered by the Administrative Agent for the purpose of releasing the Security Interest of the Administrative Agent in the Trademark Collateral with the USPTO. The Administrative Agent hereby authorizes each Company, or such Company's authorized representative or designee, to record this Release with the USPTO.
- SECTION 3. <u>Further Assurances</u>. The Administrative Agent hereby agrees to duly execute and deliver to each Company (or its designees) any further documents and to do such other acts that such Company (or their respective agents or designees) reasonably request, at such Company's sole cost and expense, in order to confirm this Release and such Company's right, title and interest in the Trademark Collateral.
- SECTION 4. <u>Counterparts</u>. This Release may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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HSBC BANK USA, NATIONAL ASSOCIATION, as Administrative Agent

By:

Name: Mala Riv

Title:

AVO

# **SCHEDULE A Specified Trademarks**

# U.S. Registered Trademarks

<u>Trademask</u>	Registration No.	Registration Date
ARCHITECTURE OF HOPE	5,336,672	11/14/2017
MEDIDATA	2,509,348	11/20/2001
	4,550,995	06/17/2014
MEDIDATA CLINICAL CLOUD	4,463,785	1/7/2014
MEDIDATA SOLUTIONS	3,211,323	2/20/2007
INTELEMAGE	3,489,9131	08/19/2008
INTELEVAULT	3,729,6182	12/22/2009
INTELEGRID	3,489,9123	08/19/2008
DIRECTOR	4,758,497	94/14/2014
CONCEPT TO CONCLUSION	4,134,015	05/01/2012
CROCAS	2,067,543	06/03/1997
CROCAS PBT	2,121,310	12/16/1997
DESIGN OPTIMIZER	5,075,321	11/1/2016
GEEKS TALK CLINICAL	4,315,790	04/09/2013
GRANTS MANAGER	2,901,447	11/09/2004
IMEDIDATA	3,800,470	96/0%/2010
MEDIDATA and Design	4,598,860	09/02/2014
:::medidata		
MEDIDATA and Design	2,514,683	12/04/2001
<b>@</b> medidata		

Owned by Intelemage, LLC
Owned by Intelemage, LLC
Owned by Intelemage, LLC
Owned by Intelemage, LLC

MEDIDATA BALANCE	3,932,535	03/15/2011
MEDIDATA CODER	4,206,624	09/11/2012
MEDIDATA CODER and Design  Coder	4,206,625	09/11/2012
MEDIDATA CRO CONTRACTOR	3,664,736	08/04/2009
MEDIDATA CRO CONTRACTOR and Design	3,661,834	07/28/2009
<b>©</b> CRÖ Contractor		
MEDIDATA CTMS	4,615,924	10/07/2014
MEDIDATA DESIGNER	3,664,755	08/04/2009
MEDIDATA DESIGNER and Design  Briedidata  Designer	3,664,757	08/04/2009
MEDIDATA GRANTS MANAGER	3,793,812	95/25/2010
MEDIDATA GRANTS MANAGER and Design  Grants Manager	3,772,877	04/36/2010
MEDIDATA INSIGHTS	4,458,837	12/31/2013
MEDIDATA MEDICAL IMAGING	5,190,309	03/25/2017
MEDIDATA MEDIDATA SOLUTIONS WORLDWIDE & DESIGN	3,258,165	07/03/2007

MEDIDATA OPERATIONAL PERFORMANCE ANALYTICS	5,144,373	02/21/2017
MEDIDATA PATIENT CLOUD	4,463,786	01/07/2014
MEDIDATA RAVE	2,878,651	98/31/2004
MEDIDATA RAVE & DESIGN	3,258,184	07/03/2007
MEDIDATA RAVEX	4,994,931	07/05/2016
MEDIDATA SERVICES	3,413,287	04/15/2008
MEDIDATA STUDY DESIGN OPTIMIZATION SERVICE	5,117,091	01/10/2017
MEDIDATA UNIVERSITY	3,367,035	01/08/2008
MEDIDATA UNIVERSITY & DESIGN	3,367,034	01/08/2008
OPTIMIZING CLINICAL TRIALS: CONCEPT TO CONCLUSION	4,192,908	0%/21/2012

PATIENT CLOUD LOGO	5,355,481	03/20/2015
PATIENT CLOUD SENSORLINK	5,152,770	02/28/2017
PICAS	1,771,793	05/18/1993
POWERING SMARTER TREATMENTS FOR HEALTHIER PEOPLE	4,846,130	11/3/2015
RAVEX	5238002	07/04/2017
SAFETY GATEWAY	5,293,781	09/26/2017
TOTALVIEW	5,375,460	01/09/2018

**RECORDED: 10/30/2019**