

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRA HOLDINGS, INC.		10/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as collateral agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5740079	EMBEDDED SOLUTIONS	
Registration Number:	5675534	PREDICTIVV	
Registration Number:	4978927		
Registration Number:	4540765		
Registration Number:	4540766		
Registration Number:	4433420	PRA	
Registration Number:	2759033	PRA INTERNATIONAL	
Registration Number:	1865068	PRA	
Registration Number:	1875684	PRA	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$240.00 5740079

ATTORNEY DOCKET NUMBER:	037216-0034
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	11/01/2019

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 28, 2019 is made by PRA HOLDINGS, INC. (the "Grantor"), in favor of PNC Bank, National Association, as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of October 28, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Borrowers from time to time party thereto, PRA Health Sciences, Inc., a Delaware corporation ("Holdings"), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of October 28, 2019 in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. **DEFINITIONS.** UNLESS OTHERWISE DEFINED HEREIN OR THE CONTEXT OTHERWISE REQUIRES, TERMS USED IN THIS AGREEMENT, INCLUDING ITS PREAMBLE AND RECITALS, HAVE THE MEANINGS PROVIDED OR PROVIDED BY REFERENCE IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT.

2. **GRANT OF SECURITY INTEREST.** GRANTOR HEREBY GRANTS A LIEN ON AND SECURITY INTEREST IN ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE TRADEMARKS (INCLUDING, WITHOUT LIMITATION, THOSE ITEMS LISTED ON SCHEDULE A HERETO), AND ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATED THERETO AND ALL RIGHTS TO SUE AT LAW OR IN EQUITY OR OTHERWISE RECOVER FOR ANY PAST, PRESENT OR FUTURE INFRINGEMENT, MISAPPROPRIATION, DILUTION OR OTHER VIOLATION THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM (COLLECTIVELY, THE "COLLATERAL"), TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES AS COLLATERAL SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE (WHETHER AT THE STATED MATURITY, BY

ACCELERATION OR OTHERWISE) OF THE OBLIGATIONS; PROVIDED THAT, APPLICATIONS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TO REGISTER TRADEMARKS OR SERVICE MARKS ON THE BASIS OF GRANTOR'S "INTENT TO USE" SUCH TRADEMARKS OR SERVICE MARKS ARE EXCLUDED FROM THE COLLATERAL UNLESS AND UNTIL AN AMENDMENT TO ALLEGE USE OR A STATEMENT OF USE HAS BEEN FILED AND ACCEPTED UNDER 15 U.S.C. §1051 BY THE UNITED STATES PATENT AND TRADEMARK OFFICE, WHEREUPON SUCH APPLICATION SHALL BE AUTOMATICALLY SUBJECT TO THE SECURITY INTEREST GRANTED HEREIN AND DEEMED TO BE INCLUDED IN THE COLLATERAL.

3. PURPOSE. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED BY GRANTOR FOR THE PURPOSE OF RECORDING THE GRANT OF SECURITY INTEREST HEREIN WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. THE SECURITY INTEREST GRANTED HEREBY HAS BEEN GRANTED TO THE SECURED PARTIES IN CONNECTION WITH THE SECURITY AGREEMENT AND IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS THEREOF. THE SECURITY AGREEMENT (AND ALL RIGHTS AND REMEDIES OF THE SECURED PARTIES THEREUNDER) SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS.

4. ACKNOWLEDGMENT. GRANTOR DOES HEREBY FURTHER ACKNOWLEDGE AND AFFIRM THAT THE RIGHTS AND REMEDIES OF THE SECURED PARTIES WITH RESPECT TO THE SECURITY INTEREST IN THE COLLATERAL GRANTED HEREBY ARE MORE FULLY SET FORTH IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH (INCLUDING THE REMEDIES PROVIDED FOR THEREIN) ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE SECURITY AGREEMENT, THE TERMS OF THE SECURITY AGREEMENT SHALL GOVERN.

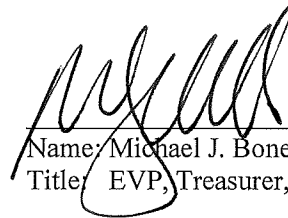
5. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER CONSTITUTE ONE AND THE SAME ORIGINAL.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRA HOLDINGS, INC.,
as Grantor


By: _____



Name: Michael J. Bonello

Title: EVP, Treasurer, Secretary and CFO






PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Richard C. Brown
Title: Senior Vice President

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006785 FRAME: 0190

SCHEDULE A

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
PRA HOLDINGS, INC.	86887877	5740079	EMBEDDED SOLUTIONS
PRA HOLDINGS, INC.	86633276	5675534	PREDICTIVV
PRA HOLDINGS, INC.	86468629	4978927	
PRA HOLDINGS, INC.	85772786	4540765	
PRA HOLDINGS, INC.	85772809	4540766	
PRA HOLDINGS, INC.	85648427	4433420	
PRA HOLDINGS, INC.	78177443	2759033	PRA INTERNATIONAL
PRA HOLDINGS, INC.	74452500	1865068	PRA
PRA HOLDINGS, INC.	74452503	1875684	

Material Inbound Exclusive Licenses in U.S. Trademarks

None