

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM565812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARE INNOVATIONS, LLC		03/05/2020	Limited Liability Company: 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: 5			
Property Type	Number	Word Mark	
Registration Number:	4859933	I	
Registration Number:	4621391	CARE INNOVATIONS	
Registration Number:	4621379	CARE INNOVATIONS	
Registration Number:	2982714	QUIETCARE	
Serial Number:	88701469	HEALTH HARMONY	
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		
ATTORNEY DOCKET NUMBER:	037216-0034		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	03/06/2020		

OP \$140.00 4859933

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 March 5, 2020, is made by CARE INNOVATIONS, LLC (“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 25, 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 has become party to the Security Agreement, dated as of October 25, 2019, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by executing and delivering a supplement thereto;

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.

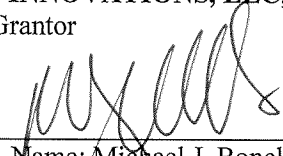
[Signature Pages Follow]

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.

CARE INNOVATIONS, LLC,

as Grantor

By:



Name: Michael J. Bonello

Title: Executive Vice President,
Secretary, Treasurer and Chief Financial
Officer

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006884 FRAME: 0994

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent


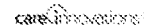
By: 
Name: Walter A. Martz II
Title: Vice President

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006884 FRAME: 0995

SCHEDULE A

U.S. Trademarks

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Care Innovations LLC	88701469		HEALTH HARMONY
Care Innovations, LLC	85362260	4859933	Design 
Care Innovations, LLC	85229210	4621391	CARE INNOVATIONS 
Care Innovations, LLC	85214512	4621379	CARE INNOVATIONS
Care Innovations, LLC (f/k/a Intel-GE Care Innovations LLC) ¹	76586681	2982714	QUIETCARE

Material Inbound Exclusive Licenses in U.S. Trademarks

None

¹ Name change to Care Innovations, LLC to be filed with the USPTO