

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566835

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900538134

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United BioSource LLC		02/28/2020	Limited Liability Company: DELAWARE
UBC Late Stage, Inc.		02/28/2020	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Administrative Agent
Street Address:	100 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4099773	C E WORKS COMPARATIVE EFFECTIVENESS
Registration Number:	3361950	CLÆRITY
Registration Number:	3290735	EVIDENCE MATTERS
Registration Number:	5171449	EXPRESSCONNECT
Registration Number:	3322036	PHARMACOVIGILANCE MAPS
Registration Number:	3322037	PVMAPS
Registration Number:	3342367	PVMAPS
Registration Number:	3564431	SAEFETYWORKS FOR OBSERVATIONAL PHARMACOV
Registration Number:	4813091	TRAC
Registration Number:	4813092	TRAC TRUSTED REIMBURSEMENT ACCESS CENTER
Registration Number:	3378506	UBC
Registration Number:	3392872	UNITED BIOSOURCE CORPORATION
Serial Number:	86826651	PHARMA HEROES
Serial Number:	87308505	UBC PATHWAYS

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1182886-0104-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	03/12/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of February 28, 2020 by and among **UNITED BIOSOURCE LLC**, a Delaware limited liability company and **UBC LATE STAGE, INC.**, a Missouri corporation (together, the “Grantors”) in favor of **GOLUB CAPITAL LLC**, a Delaware corporation as Administrative Agent (the “Agent”).

WITNESSETH:

WHEREAS, each Grantor is a party to a Guarantee and Collateral Agreement, dated as of February 28, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Guarantee and Collateral Agreement”), in favor of the Agent pursuant to which each Grantor granted to the Agent a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Credit Agreement and to induce the Agent to make its extension of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the Borrower and the ratable benefit of the Agent a continuing lien on and security interest in and to all of its right, title and interest in, to and under: (a) the Trademarks of Grantor listed on Schedule I attached hereto and all goodwill associated therewith (excluding any “intent-to-use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal Law); (b) the right to obtain all renewals thereof and (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof (collectively, the “Trademark Collateral”).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement (and are expressly subject to the terms and conditions

thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Agent shall have no responsibility for the maintenance, prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks that are subject to a security interest hereunder.

SECTION 5. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with its terms, the Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien, and security interest in the Trademark Collateral under this Trademark Security Agreement.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

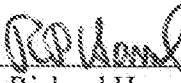
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UNITED BIOSOURCE LLC

By: 
Name: Richard Hamel
Title: Vice President, Chief Financial Officer and
Treasurer


UBC LATE STAGE, INC.

By: 
Name: Richard Hamel
Title: Vice President, Chief Financial Officer and
Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLUB CAPITAL LLC,
as Agent



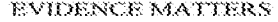
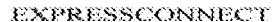
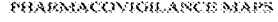


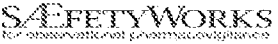

By: 
Name: Marc Robinson
Title: Managing Director



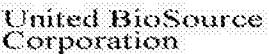
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK COLLATERAL

TRADEMARK REGISTRATIONS:

Mark	Country	Owner	App. #	Reg. #
CE WORKS COMPARATIVE EFFECTIVENESS & Design 	US	UBC Late Stage, Inc.	85/073,261	4,099,773
CLÆRITY (stylized) 	US	UBC Late Stage, Inc.	77/159,592	3,361,950
EVIDENCE MATTERS 	US	United BioSource LLC	78/856,945	3,290,735
EXPRESSCONNECT 	US	United BioSource LLC	87/153,697	5,171,449
PHARMACOVIGILANCE MAPS 	US	UBC Late Stage, Inc.	78/962,424	3,322,036
PV MAPS 	US	UBC Late Stage, Inc.	78/962,428	3,322,037
PV MAPS 	US	UBC Late Stage, Inc.	78/962,432	3,342,367
SAEFETYWORKS FOR OBSERVATIONAL PHARMACOVIGILANCE (Stylized) 	US	UBC Late Stage, Inc.	77/498,310	3,564,431
TRAC 	US	United BioSource LLC	85/480,065	4,813,091

TRAC TRUSTED REIMBURSEMENT ACCESS CENTER (Stylized) 	US	United BioSource LLC	85/480,386	4,813,092
UBC & Design 	US	United BioSource LLC	78/599,022	3,378,506
UNITED BIOSOURCE CORPORATION 	US	United BioSource LLC	78/598,989	3,392,872

PENDING APPLICATIONS TO REGISTER TRADEMARKS:

Mark	Country	Owner	App. #	App. Date	Status
PHARMA HEROES 	US	United Bio-Source LLC	86/826,651	Nov 10 2015	PUBLISHED (PENDING) Intent to Use
UBC PATHWAYS 	US	United Bio-Source LLC	87/308,505	Jan 20 2017	PENDING Intent to Use