

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolution Research Group, LLC		02/05/2021	Limited Liability Company: DELAWARE
ERG Finger Lakes Clinical Research, LLC		02/05/2021	Limited Liability Company: DELAWARE
Lotus Clinical Research, LLC		02/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4776016	BRAIN MATTERS RESEARCH	
Registration Number:	5299516	CPMI CLINICAL PHARMACOLOGY OF MIAMI WHER	
Registration Number:	4949830	MIDWEST CLINICAL RESEARCH	
Registration Number:	4935890	PRN PACIFIC RESEARCH NETWORK	
Registration Number:	4768321	WOODLAND INTERNATIONAL RESEARCH GROUP	
Registration Number:	4768231	THIEVON-WRIGHT CONSULTING GROUP	
Registration Number:	4768237	ST. LOUIS CLINICAL TRIALS	
Registration Number:	4801201	ERG	
Registration Number:	4066180	LOTUS	
Registration Number:	5642060	NPRC NEUROPSYCHIATRIC RESEARCH CENTER	
Registration Number:	6144531	ENDEAVOR CLINICAL TRIALS	
Registration Number:	5512166	BRAIN MATTERS RESEARCH	
Registration Number:	5913220	FINGER LAKES CLINICAL RESEARCH	
Registration Number:	6025409	E ERG	
Registration Number:	4672363	MEDICINE, MOVING FORWARD	

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CORRESPONDENCE DATA**Fax Number:**

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1182886-0014-CM65
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NAME OF SUBMITTER:	Kate Andes
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SIGNATURE:	/Kate Andes/
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DATE SIGNED:	02/05/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 5, 2021 (this “Trademark Security Agreement”), is made by each Pledgor that is a signatory hereto, in favor of Golub Capital Markets LLC, in its capacity as Administrative Agent for the secured parties (in such capacity, the “Administrative Agent”) pursuant to that certain Credit Agreement, dated as of February 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Emerge Intermediate Holdings, Inc., a Delaware corporation, Emerge Intermediate, Inc., a Delaware corporation, ERG Buyer, LLC, a Delaware limited liability company, ERG Blocker, Inc., a Delaware corporation, HD Research, LLC, a Texas limited liability company, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all goodwill connected with such Pledgor’s business with respect to such Trademarks, including without limitation, all goodwill connected with the use of and symbolized by such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Administrative Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means (i.e. "PDF") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

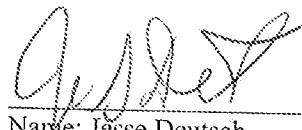
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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

**EVOLUTION RESEARCH GROUP, LLC
ERG FINGER LAKES CLINICAL
RESEARCH, LLC
LOTUS CLINICAL RESEARCH, LLC**

By:



Name: Jesse Deutsch

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (ERG)]

**TRADEMARK
REEL: 007182 FRAME: 0739**

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

[Signature Page to Trademark Security Agreement (ERG)]

TRADEMARK
REEL: 007182 FRAME: 0740

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Evolution Research Group, LLC	BRAIN MATTERS RESEARCH	4776016
Evolution Research Group, LLC	CPMI CLINICAL PHARMACOLOGY OF MIAMI WHERE EXPERIENCE AND EXCELLENCE MEET	5299516
Evolution Research Group, LLC	MIDWEST CLINICAL RESEARCH	4949830
Evolution Research Group, LLC	PRN PACIFIC RESEARCH NETWORK	4935890
Evolution Research Group, LLC	WOODLAND INTERNATIONAL RESEARCH GROUP	4768321
Evolution Research Group, LLC	THIEVON-WRIGHT CONSULTING GROUP	4768231
Evolution Research Group, LLC	ST. LOUIS CLINICAL TRIALS	4768237
Evolution Research Group, LLC	ERG	4801201
Lotus Clinical Research, LLC	LOTUS	4066180
Evolution Research Group, LLC	NPRC NEUROPSYCHIATRIC RESEARCH CENTER	5642060
Evolution Research Group, LLC	ENDEAVOR CLINICAL TRIALS	6144531
Evolution Research Group, LLC	BRAIN MATTERS RESEARCH	5512166
Evolution Research Group, LLC	FINGER LAKES CLINICAL RESEARCH	5913220
Evolution Research Group, LLC	E ERG	6025409
ERG Finger Lakes Clinical Research, LLC	MEDICINE, MOVING FORWARD	4672363

United States Trademark Applications:

None.