

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS OF REEL/FRAE: 6417/0318
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, as Collateral Agent		04/27/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MDDX LLC
Street Address:	7707 Gateway Boulevard, 3rd Floor
City:	Newark
State/Country:	CALIFORNIA
Postal Code:	94560
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	87366993	DATARAMP
Serial Number:	87364230	IMAGE LEARN
Serial Number:	87358878	MOVING PICTURES
Serial Number:	87414641	TRIAL ENDPOINT ADJUDICATION MODULE
Serial Number:	87536365	MDDX

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1363597 TM D
NAME OF SUBMITTER:	Christian Craft

OP \$140.00 87366993

SIGNATURE:	/Christian Craft/
DATE SIGNED:	04/27/2021
Total Attachments: 4	
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SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of April 27, 2021, is made by **JEFFERIES FINANCE LLC**, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “Agent”) in favor of BioClinica, Inc., a Delaware corporation (“BioClinica”), Clinverse, Inc., a Delaware corporation (“Clinverse”) and MDDX LLC, a California limited liability company (“MDDX” and, together with BioClinica and Clinverse, the “Grantors”). Capitalized words used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement, Security Agreement or Trademark Security Agreements (each as defined below), as applicable.

WHEREAS, pursuant to that certain (i) Second Lien Credit Agreement, dated as of October 20, 2016 (the “Credit Agreement”), among BioClinica-Clinverse Holdings Corp., a Delaware corporation, BioClinica-Synowledge Holdings Corp., a Delaware corporation, BioClinica-Synarc Holdings Corp., a Delaware corporation, BioClinica-eClinical Holdings Corp., a Delaware corporation (together with BioClinica-Clinverse Holdings Corp., BioClinica-Synowledge Holdings Corp. and BioClinica-Synarc Holdings Corp., the “Borrowers”) BioClinica Holding I, LP, a Delaware limited partnership (“Holdings”), BioClinica Intermediate LP, a Delaware limited partnership (the “Parent Guarantor”), the lenders from time to time party thereto and the Agent; (ii) Second Lien Security Agreement, dated as of October 20, 2016 (as supplemented by that certain Supplement No. 1, dated as of July 31, 2017, that certain Supplement No. 2, dated as of July 12, 2018, that certain Supplement No. 3, dated as of February 18, 2021 and as further amended, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrowers, Holdings, the Parent Guarantor, the other grantors party thereto and the Agent; (iii) Second Lien Trademark Security Agreement, dated as of October 20, 2016 (the “Initial Second Lien Trademark Security Agreement”), among BioClinica, Synarc Inc., a Delaware corporation (“Synarc”), Clinverse, the other grantors party thereto and the Agent and recorded with the United States Patent and Trademark Office (the “USPTO”) on October 21, 2016 at Reel/Frame No. 5905/0357; and (iv) Second Lien Trademark Security Agreement, dated as of July 12, 2018 (the “MDDX Trademark Security Agreement” and, together with the Initial Second Lien Trademark Security Agreement, the “Trademark Security Agreements”), between MDDX and the Agent and recorded with the USPTO on July 13, 2018 at Reel/Frame No. 6417/0318, the Grantors and Synarc granted to the Agent, for the benefit of the Secured Parties, a security interest in the Grantors’ right, title and interest in and to certain trademarks and service mark registrations and applications identified in Schedule A attached hereto (such scheduled trademarks and service mark registrations and applications, the “Trademarks”);

WHEREAS, pursuant to that certain Trademark Assignment Agreement, dated as of February 21, 2019, by and between Synarc and BioClinica and recorded with the USPTO on March 8, 2019 at Reel/Frame No. 006585/0802, Synarc assigned to BioClinica all its right, title and interest in, to and under the Trademarks it then owned; and

WHEREAS, the Grantors have requested that the Agent release and reassign its interest in the Trademarks to the Grantors.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby agrees as follows:

The Agent, on behalf of the Secured Parties, hereby:

1. Discharges, relinquishes, terminates, cancels and releases the lien on and any and all right, title and interest in and to: (i) the Trademarks, (ii) all extensions and renewals of and amendments to the Trademarks, (iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademarks, (iv) any and all claims and causes of action, with respect to the

Trademarks, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages and/or (v) any goodwill associated with the Trademarks, without recourse or representation or warranty, express or implied of any kind;

2. Reassigns to the Grantors any and all liens, security interests, right, title and interest of the Agent pursuant to the Trademark Security Agreements in the Trademarks, without recourse or representation or warranty, express or implied, of any kind; and

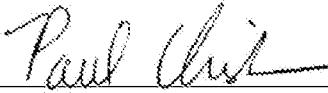
3. Authorizes and requests that the USPTO note and record the existence of the release hereby given.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York. This Release may be executed in counterparts (and by different parties hereto in 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 of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release. Any signature to this Release may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Release through electronic means and there are no restrictions for doing so in such party's constitutive documents.

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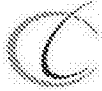
Executed as of the date above first written.

JEFFERIES FINANCE LLC, as Collateral
Agent

By: 
Name: Paul Chisholm
Title: Managing Director

**SCHEDULE A
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark Release Schedule of Reel/Frame: 5905/0357

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status
RADPHARM	U.S.	3762371	3/23/2010	BioClinica, Inc. (as successor to CoreLab Partners, Inc.)	Registered
CLINBUS	U.S.	3596118	3/24/2009	BioClinica, Inc.	Registered
BIOCLINICA	U.S.	3819389	7/13/2010	BioClinica, Inc. (as successor to Red Oak Research, Inc.)	Registered
BONA FIDE	U.S.	1912827	8/15/1995	BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.)	Registered
STUDYVIEW	U.S.	4818410	9/22/2015	BioClinica, Inc.	Registered
CL Design 	U.S.	4123928	4/10/2012	BioClinica, Inc.	Registered
Synarc	U.S.	2491153	9/18/2001	BioClinica, Inc. (as successor to Synarc Inc.)	Registered
Synafler	U.S.	3213204	2/27/2007	BioClinica, Inc. (as successor to Synarc Inc.)	Registered
Mark: Globe and Caret Design	U.S.	3372606	1/22/2008	BioClinica, Inc. (as successor to Synarc Inc.)	Registered
CLINDEBIT	U.S.	4301652	3/12/2013	Clinverse, Inc.	Registered
CLINMINE	U.S.	(86/195747)	02/14/2014	Clinverse, Inc.	Pending
CLINNOTIFY	U.S.	4298440	3/5/2013	Clinverse, Inc.	Registered
CLINPAY	U.S.	4261644	12/18/2012	Clinverse, Inc.	Registered
CLINPLAN	U.S.	4778183	7/21/2015	Clinverse, Inc.	Registered
CLINTERMS	U.S.	(86/198539)	02/20/2014	Clinverse, Inc.	Pending
CLINVERSE	U.S.	4261721	12/18/2012	Clinverse, Inc.	Registered
CLINVIZ	U.S.	4682861	2/3/2015	Clinverse, Inc.	Registered

Trademark Release Schedule of Reel/Frame: 6417/0318

Trademark	Serial Number	Filing Date	Owner
Dataramp	87366993	03/10/2017	MDDX LLC
Image Learn	87364230	03/08/2017	MDDX LLC
Moving Pictures	87358878	03/05/2017	MDDX LLC
Trial Endpoint Adjudication Module	87414641	4/17/2017	MDDX LLC
MDDX	87536365	Original 10/2/2008 New 7/20/17	MDDX LLC