

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645083

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Synteract, Inc.		05/07/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90041330	BRINGING CLINICAL TRIALS TO LIFE	
<b>Serial Number:</b>	86098375	INTELLIGENT CLINICAL DEVELOPMENT	
<b>Serial Number:</b>	86268843	KINDER PHARM	
<b>Serial Number:</b>	86273839	PKPD BIOSCIENCE	
<b>Serial Number:</b>	87880322		
<b>Serial Number:</b>	90504631		
<b>Serial Number:</b>	78186147	S	
<b>Serial Number:</b>	87020843	S	
<b>Serial Number:</b>	78082226	SYNTERACT	
<b>Serial Number:</b>	90504612	SYNTERACT	
<b>Serial Number:</b>	87175409	SYNTERACTHCR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		

OP \$290.00 90041330

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	063808-0003
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	05/07/2021

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 7, 2021, (this "Agreement"), among Synteract, Inc. (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent and collateral agent (in such capacities, the "Collateral Agent") for the ratable benefit of the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), by and among, inter alios, Syneos Health, Inc. (f/k/a INC Research Holdings, Inc., a Delaware corporation (the "Administrative Borrower"), the other borrowers party thereto (each a "Borrower" and collectively with the Administrative Borrower, the "Borrowers"), the Lenders from time to time party thereto, and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

(A) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

(B) all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(C) all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

(D) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the

Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**SECTION 5. Counterparts.** This Agreement may be executed in 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. This Agreement shall become effective when the Collateral Agent shall have received a counterpart of this Agreement that bears the signature of the Grantor. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a “.pdf” or “.tiff” attachment shall be as effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**SYNTERACT, INC.**

DocuSigned by:  
*Sara Epstein*  
By: \_\_\_\_\_  
Name: Sara Epstein  
Title: Director

[Signature Page to IP Security Agreement]

Acknowledged and agreed by

JPMorgan Chase Bank, N.A., as Collateral Agent

By:   
Name: Ling Li  
Title: Executive Director

**SCHEDULE I**

## TRADEMARKS

Owner Name	Trademark Name	Trademark Status	Application Number	Application Date	Registration Number	Registration Date
Synteract, Inc.	BRINGING CLINICAL TRIALS TO LIFE	Published	90/041330	08-Jul-2020	6265650	09-Feb-2021
Synteract, Inc.	INTELLIGENT CLINICAL DEVELOPMENT	Pending	86/098375	22-Oct-2013	4698117	10-Mar-2015
Synteract, Inc.	KINDER PHARM & Design (In Color)	Registered	86/268843	01-May-2014	4941924	19-Apr-2016
Synteract, Inc.	PKPD BIOSCIENCE & Design (In Color)	Registered	86/273839	07-May-2014	4754475	16-Jun-2015
Synteract, Inc.	S Design	Registered	87/880322	17-Apr-2018	5777077	11-Jun-2019
Synteract, Inc.	S Design	Pending	90/504631	02-Feb-2021	---	---
Synteract, Inc.	S Stylized	Registered	78/186147	18-Nov-2002	2771811	07-Oct-2003
Synteract, Inc.	S Stylized & Oval Design	Registered	87/020843	01-May-2016	5100116	13-Dec-2016
Synteract, Inc.	SYNTERACT	Registered	78/082226	31-Aug-2001	2673314	07-Jan-2003
Synteract, Inc.	SYNTERACT	Pending	90/504612	02-Feb-2021	---	---
Synteract, Inc.	SYNTERACTHCR	Registered	87/175409	19-Sep-2016	5190548	25-Apr-2017

[Signature Page to IP Security Agreement]

**SCHEDULE II**

PATENTS

None



**SCHEDULE III**

COPYRIGHTS

None.