\$90.00 49

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM655047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paidion Research, Inc.		06/21/2021	Corporation: NORTH CAROLINA
Camargo Pharmaceutical Services, LLC		06/21/2021	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Capital One, National Association, as Collateral Agent
Street Address:	Two Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4967387	PAIDION RESEARCH
Registration Number:	3387713	CAMARGO
Registration Number:	3387712	CAMARGO

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339669-00107
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	06/21/2021

Total Attachments: 6



TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

June 21, 2021

WHEREAS, Paidion Research, Inc., a North Carolina corporation and Camargo Pharmaceutical Services, LLC, an Ohio limited liability company (each, a "Grantor", and collectively, the "Grantors") own or license the Trademark Collateral (as defined below);

WHEREAS, Premier Research Acquisition Corp. (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto, and Capital One, National Association, successor by merger to Healthcare Financial Solutions, LLC, as Administrative Agent and Collateral Agent, are parties to a Second Amended and Restated First Lien Credit Agreement dated as of May 14, 2021 (as amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to (i) an Amended and Restated First Lien Guarantee and Collateral Agreement dated as of July 26, 2018 (as amended and/or supplemented from time to time, the "Guarantee and Collateral Agreement") among the Borrower, the Guarantors party thereto and Healthcare Financial Solutions, LLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has secured certain of its obligations (the "Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of each Grantor, including all right, title and interest of each Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantors, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; *provided* that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;
- (ii) each Pledged Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantors are the licensees, including, without limitation, each Pledged Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantors (including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantors under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantors irrevocably constitute and appoint the Grantee and any officer or agent thereof, with full power of substitution, as their true and lawful attorney-in-fact with full power and authority in the name of the Grantors or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantors agree not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Trademark Collateral are subject to any license agreement or other commercial agreement of each Grantor (with a non-Affiliate counterparty) with respect to such Trademark Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

		PAIDION RESEARCH, INC. By: Daniel S. Duffy Name: Daniel S. Duffy		
	Title: Chief Executive Officer CAMARGO PHARMACEUTICAL SERVICES, LLC			
	By:	David S. Duffy 24FD223DC349408 Name: Daniel S. Duffy Title: Chief Executive Officer		
Acknowledged: CAPITAL ONE, NATIONAL ASSOCIATION, as Collateral Agent				
By: Name: Title:				

Acknowledged:

CAPITAL ONE, NATIONAL ASSOCIATION, as Collateral Agent

Name: Karen M. Dahlquist

Title:

Duly Authorized Signatory

GRANTORS

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	OWNER	REG. NO.	REG. DATE
PAIDION RESEARCH	Paidion Research, Inc.	4967387	May 31, 2016
CAMARGO (Stylized)	Camargo Pharmaceutical Services, LLC	3387713	February 26, 2008
Camargo	,		
<u>CAMARGO</u>	Camargo Pharmaceutical Services, LLC	3387712	February 26, 2008

U.S. TRADEMARK APPLICATIONS

None.

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TRADEMARKS LICENSES

None.

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RECORDED: 06/21/2021