

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICON Clinical Research Limited		07/01/2021	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	Citibank, N.A., London Branch, as Collateral Agent		
Street Address:	25 Canada Square		
Internal Address:	Citigroup Centre		
City:	Canary Wharf, London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5LB		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1763444	ICON	
Registration Number:	6190075	REAL WORLD INTELLIGENCE	
Registration Number:	5884236	PDX-POP	
Registration Number:	3221014	DOCS	
Registration Number:	1646821	P&T	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	0491330-0490		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	07/01/2021		

OP \$140.00 1763444

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Citibank, N.A., London Branch, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among ICON LUXEMBOURG S.À R.L., a société à responsabilité limitée incorporated and existing under Luxembourg law, having its registered office at 61, rue de Rollingergrund, L-2440, Luxembourg and registered with the Luxembourg register of commerce and companies (R.C.S. Luxembourg) under number B66588 (the “**Lux Borrower**”), ICON CLINICAL INVESTMENTS, LLC, a Delaware limited liability company (the “**Lux U.S. Subsidiary Borrower**”), INDIGO MERGER SUB, INC., a Delaware corporation (“**Merger Sub**” and, prior to the consummation of the Acquisition, the “**U.S. Borrower**”) (which, after giving effect to the Acquisition on the Closing Date, shall be succeeded by PRA HEALTH SCIENCES, INC., a Delaware corporation (the “**Target**” and, following the consummation of the Acquisition, the “**U.S. Borrower**”), ICON PUBLIC LIMITED COMPANY, an Irish public limited company (“**Holdings**”), the Revolving Borrowers (as defined in the Credit Agreement), each Additional Borrower (as defined in the Credit Agreement), the Subsidiary Guarantors (as defined in the Credit Agreement), the Lenders from time to time party thereto (the “**Lenders**”), Citibank, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) and the Collateral Agent.

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor may incur obligations under Cash Management Agreements and Swap Obligations with one or more Secured Parties; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders and the Lenders’ Affiliates as set forth in the Credit Agreement, obligations under Cash Management Agreements and Swap Obligations, respectively, the Grantor has agreed to secure its obligations under the Loan Documents, obligations under Cash Management Agreements and Swap Obligations, in each case, that constitute Secured Obligations as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the respective meanings given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. As collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all the Secured Obligations (other than, for the avoidance of doubt, any Excluded Swap Obligations), the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the

registrations and applications listed in **Schedule A** attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including, without limitation, any “intent-to-use” applications for trademarks or service marks filed in the United States Patent and Trademark Office, or any successor office thereto or any successor office thereto, prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, only 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 application or any registration that issues from such intent-to-use application under applicable federal Law.

SECTION 3. Intercreditor Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the Credit Agreement.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the First Lien Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien Intercreditor Agreement shall govern. If any Event of Default is continuing, the Collateral Agent may, but is not obligated to, subject in all respects to the terms of the First Lien Intercreditor Agreement, exercise in respect of the Collateral, in addition to all other rights and remedies otherwise available to it at law or in equity, all the rights and remedies of a secured party on default under the Uniform Commercial Code.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “signed”, “signature” and words of like import herein shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on the electronic platform DocuSign, digital copies of a signatory’s manual signature and deliveries 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 to the extent and as provided 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 6. Financing Statements


The Grantor hereby authorizes the Collateral Agent to file financing or continuation statements and amendments and supplements thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its reasonable discretion, are necessary or advisable to perfect or otherwise protect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as

described herein or may contain an indication or description of collateral that describes such property in any other manner reasonably acceptable to the Grantor.

[Remainder of page intentionally left blank]

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

SIGNED for and on behalf
of ICON CLINICAL RESEARCH LIMITED, by its lawfully
appointed attorney



Diarmaid Cunningham

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007343 FRAME: 0147

Accepted and Agreed:
CITIBANK, N.A., LONDON BRANCH,
as Collateral Agent

By: 

Name:

Title:

Alicia Pike
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007343 FRAME: 0148

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Record Owner	Trademark	Registration Number	Registration Date
ICON Clinical Research Limited	ICON	1763444	6-Apr-1993
ICON Clinical Research Limited	FIRECREST	4329839 (IR #1098619)	7-May-2013
ICON Clinical Research Limited	REAL WORLD INTELLIGENCE	6190075	3-Nov-2020
ICON Clinical Research Limited	PDX-Pop	5884236	15-Oct-2019
ICON Clinical Research Limited	DOCS	3221014	27-Mar-2007
ICON Clinical Research Limited	P&T	1646821	4 June 1991

Applications:

None.