

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReSearch Pharmaceutical Services, Inc.		07/01/2021	Corporation: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3891818	RPS	
Registration Number:	3891817	RPS RESEARCH PHARMACEUTICAL SERVICES, IN	
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:	049133-0490		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	07/01/2021		
Total Attachments: 8			
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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 entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) 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, the Grantors are party to the Pledge and Security Agreement dated as of July 1, 2021 (the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by such Grantor or in which any 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 and foreign 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, without limitation, the registrations and applications required to be 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, (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 and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

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. Security Agreement; Intercreditor Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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.

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.

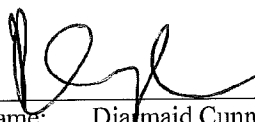
SECTION 5. Counterparts

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.

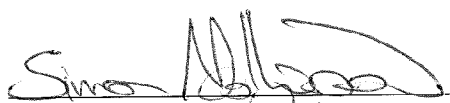
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOLECULARMD CORPORATION

By: 
Name: Diarmaid Cunningham
Title: Authorized Person

CLINICAL RESOURCE NETWORK, LLC

By: 
Name: Simon Hollywood
Title: Vice President

SYMPHONY HEALTH SOLUTIONS CORPORATION

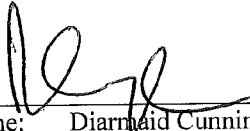
By: 
Name: Diarmaid Cunningham
Title: Assistant Secretary

PRA HOLDINGS, INC.

By: 
Name: Diarmaid Cunningham
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]


**RESEARCH PHARMACEUTICAL SERVICES,
INC.**

By: 
Name: Diarmaid Cunningham
Title: Assistant Secretary

ICON CLINICAL RESEARCH LLC


By: 
Name: Diarmaid Cunningham
Title: Secretary

ACCELLACARE US INC.

By: 
Name: Diarmaid Cunningham
Title: Vice President

[Signature Page to Trademark Security Agreement]

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




By: 
Name: _____
Title: Alicia Pike
Vice President

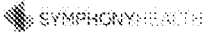

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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Record Owner	Trademark	Registration Number	Registration Date
PRA Holdings, Inc.		1875684	24-Jan-1995
Clinical Resource Network, LLC	SYMPHONY CLINICAL RESEARCH	4506079	01-Apr-2014
Clinical Resource Network, LLC	CHANGING THE PACE OF CLINICAL TRIALS: FEWER PATIENTS, FASTER TO MARKET	3315724	23-Oct-2007
MolecularMD Corporation	MRDX	5475988	22-May-2018
MolecularMD Corporation	MOLECULARMD	4019049	30-Aug-2011
PRA Holdings, Inc.	EMBEDDED SOLUTIONS	5740079	30-Apr-2019
PRA Holdings, Inc.	PRA	1865068	29-Nov-1994
PRA Holdings, Inc.	PRA INTERNATIONAL	2759033	2-Sep-2003
PRA Holdings, Inc.	PREDICTIVV	5675534	12-Feb-2019
PRA Holdings, Inc.	Starburst Design 	4978927	14-Jun-2016
ReSearch Pharmaceutical Services, Inc.	RPS	3891818	21-Dec-2010
ReSearch Pharmaceutical Services, Inc.	RPS RESEARCH PHARMACEUTICAL SERVICES, INC (and Design) 	3891817	21-Dec-2010
Symphony Health Solutions Corporation	CUSTOMERSOURCE	5335312	14-Nov-2017
Symphony Health Solutions Corporation	IDV	4770340	7-Jul-2015

Record Owner	Trademark	Registration Number	Registration Date
Symphony Health Solutions Corporation	MEDIASTAT	5746236	7-May-2019
Symphony Health Solutions Corporation	NONRETAILSOURCE	5335310	14-Nov-2017
Symphony Health Solutions Corporation	PATIENTSOURCE	5335309	14-Nov-2017
Symphony Health Solutions Corporation	PAYERSOURCE	5335308	14-Nov-2017
Symphony Health Solutions Corporation	PHAST	5394747	6-Feb-2018
Symphony Health Solutions Corporation	PRESCRIBERSOURCE	5335305	14-Nov-2017
Symphony Health Solutions Corporation	S SYMPHONYHEALTH (and Design) 	5335296	14-Nov-2017
Symphony Health Solutions Corporation	Square Design (Black & White) 	6226953	22-Dec-2020
Symphony Health Solutions Corporation	Square Design (Color) 	5335519	14-Nov-2017
Symphony Health Solutions Corporation	SYMPHONY HEALTH	5334250	14-Nov-2017
Symphony Health Solutions Corporation	SYMPHONY HEALTH SOLUTIONS	4906915	1-Mar-2016
Symphony Health Solutions Corporation	SYMPHONY HEALTH SOLUTIONS (and Design) 	4906916	1-Mar-2016
Symphony Health Solutions Corporation	SYMPHONY HEALTHCLOUD	5043542	20-Sep-2016
Symphony Health Solutions Corporation	SYNOMA	6201077	17-Nov-2020
Symphony Health Solutions Corporation	SYNOMAID	5464880	8-May-2018
Symphony Health Solutions Corporation	VANTAGE	6182333	27 Oct 2020
ICON Clinical Research LLC	REGISTRAK	2005649	8 Oct 1996
Accellacare US Inc.	PMG TOMORROW'S MEDICINE TODAY	3601930	7 Apr 2009

Applications:

Record Owner	Trademark	Application Number	Application Date
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ICON Clinical Research LLC	ADDPLAN	90504506	2-Feb-2021
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