

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICON Clinical Research Limited		07/01/2021	Private Company Limited By Shares: IRELAND
RECEIVING PARTY DATA			
Name:	Citibank, N.A, London Branch		
Street Address:	Citigroup Centre, Canada Square		
Internal Address:	6th Floor CGC1		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5LB		
Entity Type:	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:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/02/2021		

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 First Lien Notes Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Notes Collateral Agent**”).

WHEREAS, reference is made to that certain Indenture, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among Indigo Merger Sub, Inc., a Delaware corporation (as Merger Sub and, prior to the consummation of the Merger, as the Issuer) (which, after giving effect to the Merger on the Closing Date, shall be succeeded by PRA Health Sciences, Inc., a Delaware corporation (as the Target and, following the consummation of the Merger, the Issuer)), ICON public limited company, an Irish public limited company (as the Parent), the other Guarantors (as defined in the Indenture), and Citibank, N.A., London Branch as Trustee and as Notes Collateral Agent;

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 Notes Collateral Agent as follows:

SECTION 1. Defined Terms

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

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 First Priority Notes Obligations, the Grantor hereby grants to the Notes Collateral Agent, for the benefit of the First Lien Notes 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 Indenture.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Notes 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 Notes 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 Notes 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.

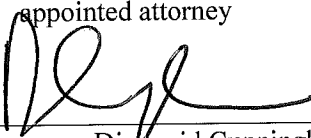
SECTION 6. Financing Statements

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

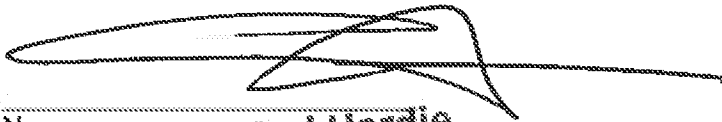


Diarmaid Cunningham

[Signature Page to Trademark Security Agreement (Notes)]

TRADEMARK
REEL: 007344 FRAME: 0921

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

By: 
Name: **Carl Hardie**
Title: **Vice President**

[Signature Page to Trademark Security Agreement (Notes)]

TRADEMARK
REEL: 007344 FRAME: 0922

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.