

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parexel International Corporation		11/15/2021	Corporation: MASSACHUSETTS
The Medical Affairs Company, LLC		11/15/2021	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation
Street Address:	399 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4059348	HEALTH ADVANCES
Registration Number:	3839504	I-MSL
Registration Number:	3979994	OPTIMIZING SCIENTIFIC EXCHANGE
Registration Number:	1403530	PAREXEL
Registration Number:	2407845	PAREXEL
Registration Number:	6099082	PAREXEL
Registration Number:	3487409	TMAC
Registration Number:	4889063	TMAC DIRECT
Registration Number:	3983165	THE MEDICAL AFFAIRS COMPANY
Registration Number:	4713604	YOUR JOURNEY. OUR MISSION.
Registration Number:	4740054	YOUR JOURNEY. OUR MISSION.
Registration Number:	4740055	YOUR JOURNEY. OUR MISSION.
Registration Number:	4740056	YOUR JOURNEY. OUR MISSION.
Registration Number:	4813599	YOUR JOURNEY. OUR MISSION.
Registration Number:	4813611	YOUR JOURNEY. OUR MISSION.
Serial Number:	87765424	PRXL

OP \$440.00 4059348

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90453981	WITH HEART

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1523842 2L
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	11/16/2021

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of November 15, 2021 (this "Agreement"), among Parexel International Corporation and The Medical Affairs Company, LLC (each a "Grantor") and Owl Rock Capital Corporation ("Owl Rock") in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of November 15, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Phoenix Midco, Inc., a Delaware corporation ("Holdings"), Phoenix Newco, Inc., a Delaware corporation (the "Borrower"), the Subsidiary Borrowers from time to time party thereto, the lenders from time to time party thereto and Owl Rock, as administrative agent and collateral agent and (b) the Second Lien Pledge and Security Agreement dated as of November 15, 2021 (the "Security Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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. 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. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf)

or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

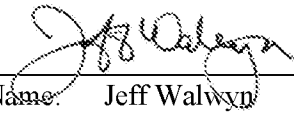
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS*. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY SUCH ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

OWL ROCK CAPITAL CORPORATION, as
Administrative Agent

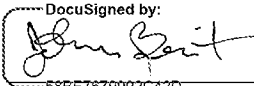
By: 
Name: Jeff Walwyn
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

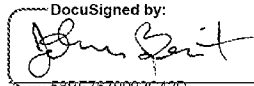
TRADEMARK
REEL: 007495 FRAME: 0637

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

PAREXEL INTERNATIONAL CORPORATION

By:  _____
Name: John Benoit
Title: Treasurer

THE MEDICAL AFFAIRS COMPANY LLC

By:  _____
Name: John Benoit
Title: Treasurer

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	REGISTRATION DATE
HEALTH ADVANCES	United States (USPTO)	4059348	Parexel International Corporation	11/22/2011
I-MSL	United States (USPTO)	3839504	The Medical Affairs Company, LLC	08/24/2010
OPTIMIZING SCIENTIFIC EXCHANGE	United States (USPTO)	3979994	The Medical Affairs Company, LLC	06/21/2011
PAREXEL	United States (USPTO)	1403530	Parexel International Corporation	07/29/1986
PAREXEL	United States (USPTO)	2407845	Parexel International Corporation	11/28/2000
PAREXEL (Stylized)	United States (USPTO)	6099082	Parexel International Corporation	07/14/2020
TMAC	United States (USPTO)	3487409	The Medical Affairs Company, LLC	08/19/2008
TMAC DIRECT	United States (USPTO)	4889063	The Medical Affairs Company, LLC	06/19/2016
THE MEDICAL AFFAIRS COMPANY and Design	United States (USPTO)	3983165	The Medical Affairs Company, LLC	06/28/2011
YOUR JOURNEY. OUR MISSION.	United States (USPTO)	4713604	Parexel International Corporation	03/31/2015
YOUR JOURNEY. OUR MISSION.	United States (USPTO)	4740054	Parexel International Corporation	05/19/2015
YOUR JOURNEY. OUR MISSION.	United States (USPTO)	4740055	Parexel International Corporation	05/19/2015

YOUR JOURNEY. OUR MISSION.	United States (USPTO)	4740056	Parexel International Corporation	05/19/2015
YOUR JOURNEY. OUR MISSION.	United States (USPTO)	4813599	Parexel International Corporation	09/15/2015
YOUR JOURNEY. OUR MISSION.	United States (USPTO)	4813611	Parexel International Corporation	09/15/2015

U.S. TRADEMARK APPLICATIONS

TRADEMARK	JURISDICTION	APPLICATION NUMBER	APPLICANT	STATUS
PRXL	United States (USPTO)	87765424	Parexel International Corporation	Pending
WITH HEART	United States (USPTO)	90453981	Parexel International Corporation	Pending