

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM770606

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EVEREST CLINICAL RESEARCH CORPORATION		11/06/2020	Corporation: BRITISH COLUMBIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Collateral Agent		
<b>Street Address:</b>	191 North Wacker Drive, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4098088	EVEREST CLINICAL RESEARCH	
<b>Registration Number:</b>	5684749	EVEREST CLINICAL RESEARCH	
<b>Registration Number:</b>	4098087	EVEREST CLINICAL RESEARCH SERVICES INC.	
<b>Serial Number:</b>	88680678	BIONOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	11/29/2022		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of November 6, 2020 between EVEREST CLINICAL RESEARCH CORPORATION, a company amalgamated under the laws of the Province of British Columbia (the “**Grantor**”) and BANK OF MONTREAL, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS

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- (A) The Grantor (formerly known as 1272775 B.C. Ltd.), Everest Clinical Research Holdings Corp., a company incorporated under the laws of the Province of British Columbia (“**Holdings**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Bank of Montreal, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement dated as of November 6, 2020 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) The Grantor and Holdings are party to that certain Canadian Pledge and Security Agreement, dated as of November 6, 2020 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

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

### SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay imposed under applicable Canadian Insolvency Laws) of all Obligations (as defined in the Credit Agreement), the Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means the Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by the Grantor, including those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by the Grantor;
- (c) all reissues, continuations or extensions of the foregoing; and

(d) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

### **SECTION 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets, including any "intent to use" trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (but only until the filing of such statement is accepted and solely to the extent, if any, that a Lien therein (including the granting, attachment or enforcement thereof) 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 4 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by the Grantor in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

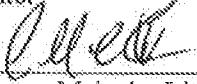
### **SECTION 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN  
ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL  
LAWS OF CANADA APPLICABLE THEREIN.**

*[Remainder of page intentionally left blank]*

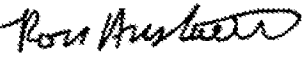
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

EVEREST CLINICAL RESEARCH CORPORATION,  
as Grantor

By:   
Name: Malcolm Little  
Title: Director

**ACCEPTED AND AGREED:**

**BANK OF MONTREAL,**  
as the Collateral Agent



By:   
Name: Ross Anstaett  
Title: Vice President

[Signature page to Intellectual Property Security Agreement]


**TRADEMARK**  
**REEL: 007914 FRAME: 0933**

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Canadian Trademarks and Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No. or Application No.</b>	<b>Date</b>
Everest Clinical Research Corporation	EVEREST	TMA809647	2011-10-20
Everest Clinical Research Corporation	EVEREST CLINICAL RESEARCH	Application No.: 1916245	2018-08-22
Everest Clinical Research Corporation	EVEREST FLINICAL RESEARCH & DESIGN  	Application No.: 1916246	2018-08-22
Everest Clinical Research Corporation	BIONOTE  BIO NOTE	Application No.: 1990413	2019-10-16
Everest Clinical Research Corporation	BIONOTE CLINICAL EDIARY O  BIO NOTE  E DIARY  	Application No.: 1994231	2019-11-06

**U.S. Trademarks and Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No. or Application No.</b>	<b>Registration Date or Application Date</b>
Everest Clinical Research Corporation		SN Number 88680678	November 5, 2019

<b>Grantor</b>	<b>Mark</b>	<b>Registration No. or Application No.</b>	<b>Registration Date or Application Date</b>
Everest Clinical Research Corporation	EVEREST CLINICAL RESEARCH	Reg. #4098088	February 14, 2012
Everest Clinical Research Corporation		Reg. #5684749	February 26, 2019
Everest Clinical Research Corporation	Everest Clinical Research Services Inc.	Reg. #4098087	February 14, 2012