

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773019

<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>
COMPLION LLC		12/08/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4744775	COMPLION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1840087 TM B		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	12/09/2022		
<b>Total Attachments: 7</b>			
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 8, 2022 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **COMPLION LLC** (f/k/a **COMPLION INC.**), a Delaware limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of December 6, 2022 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

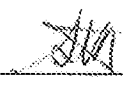
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**COMPLION LLC,**  
a Delaware limited liability company

By:  .....

Name: Stephen Johnson

Title: Chief Executive Officer

Address for Notices:

Complion LLC  
1500 W 3rd St, Suite 501  
Cleveland, OH 44113

**BANK:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By: .....

Name: Colin Wons

Title: Vice President

Address for Notices:

WESTERN ALLIANCE BANK  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: colin.wons@bridgebank.com

DMS 24395499

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**COMPLION LLC,**  
a Delaware limited liability company

By: .....

Name: Stephen Johnson

Title: Chief Executive Officer

Address for Notices:

Complion LLC  
1500 W 3rd St, Suite 501  
Cleveland, OH 44113

**BANK:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By:  .....

Name: Colin Wons

Title: Vice President

Address for Notices:

WESTERN ALLIANCE BANK  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: colin.wons@bridgebank.com

**EXHIBIT A**  
**COPYRIGHTS**

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Registration Date:</u>
COMPLION SOFTWARE	COMPLION SOFTWARE	N/A	TX0008295465	6/15/2016

Software not registered with the U.S. Copyright Office:


1. Proprietary Company Software Code related to electronic storage and archiving of clinical research data, clinical research documents, clinical research materials, communications, and other electronic data in the nature of clinical research projects; electronic storage and archiving of clinical research data, clinical research documents, clinical research materials, communications, and other electronic data in the nature of clinical research regulatory compliance purposes; providing a web site featuring temporary use of non-downloadable software for use in storing, viewing, transmitting, creating, modifying, and retrieving clinical research data, clinical research documents, clinical research materials, communications, and other electronic data in the nature of regulatory documentation regarding clinical research projects; providing a web site featuring temporary use of nondownloadable software for managing and storing documents, information and data for clinical research data, clinical research documents, clinical research materials, communications and other electronic data in the nature of regulatory documentation for clinical research regulatory compliance purposes; maintenance of and upgrading services for computer software; web site hosting services; computer software development; computer software validation; technical support services, namely, troubleshooting of computer software problems; software installation.
2. Proprietary templates, automation, configuration and other related materials (for clinical trial regulatory documentation, specifically NDA, ANDA, 510(k), IND, IDE, BLA, Regulatory Binder, Investigator Site File, Trial Master File, Design History File, Device Master Record, Clinical Trial Site Activation, Clinical Trial Site Finance, Clinical Trial Clinical Records, Drug Master File templates, Centralized Credentials, IRB workflows, Pharmacokinetics (PK), Chart Review/Data Studies, Humanitarian Use Device Studies, Investigator Initiated Trials (IIT), QA/Internal Monitor workflows, Segmented Central Binders, Pharmacy Doc Storage, Basket Trials, Third Party Vendor Document workflows, Children Oncology Group Studies (COGs), Institutional Biosafety Committee (IBC) workflows, Single Patient IND, Other Review Committee workflows, FDA Documentation workflows, DSMB workflows, Business Development workflows, Import Solutions, Study Start-Up workflows, SDV/SDR workflows, Expiring Documents reports / workflows, Multi-Site Trial workflows, Blinded/Unblinded Studies, Coordinating Center Studies, Safety Report Distribution workflows, Centralized Package Inserts/IBs workflows, Monitor Query/Approval workflow, eDOA workflows (both Standard & Centralized), Study Events/Logs workflows, Clinical Conductor Integration, Saama Integration, NCTN Studies, Sample Trials, SIP Integration, IQVIA Wingspan eTMF integration, Medrio eConsent integration, ClinOne eConsent integration, CRIO integration, Advarra OnCore integration, Huron IRB integration, Velos integration, SignalPath integration, Data Warehouse / Analytics integrations).
3. Website and social media content (narrative, text, images, and videos).
4. Marketing materials.
5. Best practice guidance.

**EXHIBIT B**  
**TRADEMARKS**

<u>Mark / Title:</u>	<u>U.S. Applicaion Number:</u>	<u>U.S. Registration Number:</u>	<u>Application Date:</u>	<u>Registration Date:</u>
COMPLION	86/206,988	4,744,775	2/28/2014	5/26/2015

Unregistered Trademarks:

1. 

2. 



**EXHIBIT C**

**PATENT**

Please Check if No Patents Exist