

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784434

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
RESUBMIT DOCUMENT ID:	900739111		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synteract, Inc.		12/19/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6595078	SYNTERACT	
Registration Number:	6595080		
CORRESPONDENCE DATA			
Fax Number:			
<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:	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:	1863285		
NAME OF SUBMITTER:	Adalia Wu		
SIGNATURE:	/Adalia Wu/		
DATE SIGNED:	02/03/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of December 19, 2022 (this “IP Security Agreement Supplement”), among Synteract, Inc. (the “Grantor”) and JPMorgan Chase Bank, N.A., as administrative and collateral agent (in such capacities, the “Collateral Agent”) for the ratable benefit for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders have extended credit to the Borrowers (as defined in the Amended and Restated Credit Agreement, dated as of November 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Syneos Health, Inc., a Delaware corporation (the “Administrative Borrower”), Syneos Health US, Inc., a Delaware corporation (each a “Borrower” and collectively with the Administrative Borrower, the “Borrowers”), the Lenders from time to time party thereto, and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantor and the Collateral Agent have entered into that certain Intellectual Property Security Agreement, dated as of May 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement 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 prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

(A) All Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

(B) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP 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 IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This IP Security Agreement Supplement 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. This IP Security Agreement Supplement shall become effective when the Collateral Agent shall have received a counterpart of this IP Security Agreement Supplement that bears the signature of the Grantor. Delivery of an executed signature page to this IP Security Agreement Supplement by facsimile transmission or by email as a “.pdf” or “.tiff” attachment shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement Supplement. The words “execution,” “signed,” “signature,” and words of like import in this IP Security Agreement Supplement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for 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.

[Signature Pages Follow]

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

Synteract, Inc.

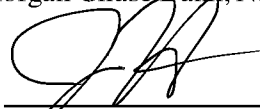
By: *Sara Epstein*
Name: Sara Epstein
Title: Director

[Signature Page to Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 007993 FRAME: 0302

JPMorgan Chase Bank, N.A. as Collateral Agent

By:




Name: Joon Hur

Title: Executive Director

SCHEDULE I

TRADEMARKS

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	SYNTERACT	90504612 02-FEB-2021	6595078 21-DEC-2021	Registered	Synteract, Inc.
2.	S 	90504631 02-FEB-2021	6595080 21-DEC-2021	Registered	Synteract, Inc.