

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwide Clinical Trials, Inc.		12/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE OWL CAPITAL CORPORATION, as Collateral Agent		
Street Address:	399 Park Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3521264	WORLDWIDE CLINICAL TRIALS	
Registration Number:	5777758	WORLDWIDE EVIDENCE	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	2208815		
NAME OF SUBMITTER:	Dahlia Gottlieb		
SIGNATURE:	/Dahlia Gottlieb/		
DATE SIGNED:	12/12/2023		
Total Attachments: 5			
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 12, 2023 (this “Notice”), made by Worldwide Clinical Trials, Inc., a Delaware corporation (the “Pledgor”), in favor of BLUE OWL CAPITAL CORPORATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of December 12, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among KWOL ACQUISITION, INC., a Delaware corporation (the “Borrower”), KWOL MIDCO, INC., a Delaware corporation (“Holdings”), each Subsidiary Loan Party from time to time thereto and BLUE OWL CAPITAL CORPORATION, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed with and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing and acceptance would violate the Lanham Act.

SECTION 3. *Collateral 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 Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to

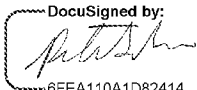
any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof 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.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

WORLDWIDE CLINICAL TRIALS, INC., as
Pledgor

By: 
Name: Peter Benton
Title: President

Reviewed by worldwide Legal




[Signature Page to Notice of Grant of Security Interest in Trademarks - Pledgor]

TRADEMARK
REEL: 008285 FRAME: 0365

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: Blue Owl Credit Advisors LLC, its
Investment Advisor

By: 
Name: Jeff Walwyn
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Worldwide Clinical Trials, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WORLDWIDE CLINICAL TRIALS (AND DESIGN)	3521264	21-Oct-2008
WORLDWIDE EVIDENCE	5777758	11-Jun-2019