

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM152871

| | | | |
|---|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Evolution Research Group, LLC | | 02/26/2024 | Limited Liability Company: DELAWARE |
| ERG Finger Lakes Clinical Research, LLC | | 02/26/2024 | Limited Liability Company: DELAWARE |
| Lotus Clinical Research, LLC | | 02/26/2024 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Twin Brook Capital Partners, LLC, as Agent | | |
| Street Address: | 111 South Wacker Drive, 36th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97855931 | CPMI CLINICAL PHARMACOLOGY OF MIAMI | |
| Serial Number: | 97823968 | OT OHIO CLINICAL TRIALS, INC. | |
| Serial Number: | 87904248 | NPRC NEUROPSYCHIATRIC RESEARCH CENTER | |
| Serial Number: | 87693567 | BRAIN MATTERS RESEARCH | |
| Serial Number: | 87563950 | ENDEAVOR CLINICAL TRIALS | |
| Serial Number: | 87215116 | CPMI CLINICAL PHARMACOLOGY OF MIAMI WHERE EXPERIENCE AND EXCELLENCE MEET | |
| Serial Number: | 86711598 | MIDWEST CLINICAL RESEARCH | |
| Serial Number: | 86680799 | PRN PACIFIC RESEARCH NETWORK | |
| Serial Number: | 86451095 | WOODLAND INTERNATIONAL RESEARCH GROUP | |
| Serial Number: | 86444214 | THIEVON-WRIGHT CONSULTING GROUP | |
| Serial Number: | 86443291 | BRAIN MATTERS RESEARCH | |
| Serial Number: | 88379984 | FINGER LAKES CLINICAL RESEARCH | |
| Serial Number: | 88339348 | E ERG | |
| Serial Number: | 85887549 | MEDICINE, MOVING FORWARD | |
| Serial Number: | 85240352 | LOTUS | |
| | | TRADEMARK | |

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------------------|
| Serial Number: | 97457659 | CNS RATINGS LLC |
| Serial Number: | 97163854 | NPRC NEUROPSYCHIATRIC RESEARCH CENTER |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 3125779302

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe

Address Line 4: Chicago, ILLINOIS 60661

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Raquel Haleem |
| SIGNATURE: | Raquel Haleem |
| DATE SIGNED: | 02/26/2024 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of February 26, 2024, by Evolution Research Group, LLC, a Delaware limited liability company, ERG Finger Lakes Clinical Research, LLC, a Delaware limited liability company, and Lotus Clinical Research, LLC (each individually a “**Grantor**” and collectively the “**Grantors**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Emerge Intermediate, Inc., a Delaware corporation (“**Intermediate**”), HD Research, LLC, a Texas limited liability company (“**HD**”), ERG Buyer, LLC, a Delaware limited liability company (“**ERG Buyer**”), ERG Blocker, Inc., a Delaware corporation (“**Blocker**”), and, together with Intermediate, HD and ERG Buyer and each other Person who joins as a Borrower to the Credit Agreement, collectively, the “**Borrowers**” and each individually, a “**Borrower**”), the other Loan Parties party thereto, the financial institutions party thereto from time to time as Lenders, and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, among Grantee, Grantors and the other Loan Parties party thereto (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for its ratable benefit and the benefit of Lenders, a security interest in and right of set-off against any and all of its Collateral (as defined in the Guarantee and Collateral Agreement), including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement, including registrations and applications therefor) that constitute the Collateral, together with the goodwill of the business symbolized by each Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for its ratable benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

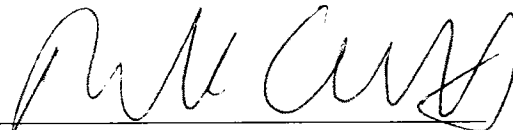
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States Trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.


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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

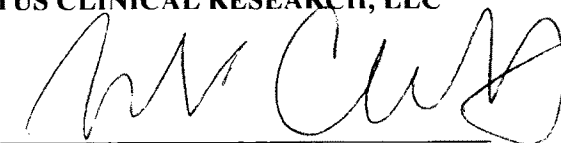
EVOLUTION RESEARCH GROUP, LLC

By: 
Name: Robert Chestnut
Title: Chief Financial Officer

ERG FINGER LAKES CLINICAL RESEARCH, LLC

By: 
Name: Robert Chestnut
Title: Chief Financial Officer

LOTUS CLINICAL RESEARCH, LLC

By: 
Name: Robert Chestnut
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 008354 FRAME: 0520

Agreed and accepted as of the date first written above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By:  _____
Name: Kim Trick
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 008354 FRAME: 0521

Schedule A

Trademark Applications

| Mark | Application No. | Application Date | Registration No. | Registration Date | Owner |
|-------------------------------------|------------------------|-------------------------|-------------------------|--------------------------|-------------------------------|
| CPMI CLINICAL PHARMACOLOGY OF MIAMI | 97855931 | 24-MAR-2023 | N/A | N/A | Evolution Research Group, LLC |
| OHIO CLINICAL TRIALS, INC. | 97823968 | 06-MAR-2023 | N/A | N/A | Evolution Research Group, LLC |

Trademark Registrations

| Mark | Application No. | Application Date | Registration No. | Registration Date | Owner |
|--|------------------------|-------------------------|-------------------------|--------------------------|---|
| NPRC NEUROPSYCHIATRIC RESEARCH CENTER | 87904248 | 02-MAY-2018 | 5642060 | 01-JAN-2019 | Evolution Research Group, LLC |
| BRAIN MATTERS RESEARCH | 87693567 | 21-NOV-2017 | 5512166 | 10-JUL-2018 | Evolution Research Group, LLC |
| ENDEAVOR CLINICAL TRIALS | 87563950 | 11-AUG-2017 | 6144531 | 08-SEP-2020 | Evolution Research Group, LLC |
| CPMI CLINICAL PHARMACOLOGY OF MIAMI WHERE EXPERIENCE AND EXCELLENCE MEET | 87215116 | 25-OCT-2016 | 5299516 | 03-OCT-2017 | Evolution Research Group, LLC |
| MIDWEST CLINICAL RESEARCH | 86711598 | 31-JUL-2015 | 4949830 | 03-MAY-2016 | Evolution Research Group, LLC |
| PRN PACIFIC RESEARCH NETWORK | 86680799 | 01-JUL-2015 | 4935890 | 12-APR-2016 | Evolution Research Group, LLC |
| WOODLAND INTERNATIONAL RESEARCH GROUP | 86451095 | 11-NOV-2014 | 4768321 | 07-JUL-2015 | Evolution Research Group, LLC |
| THIEVON-WRIGHT CONSULTING GROUP | 86444214 | 04-NOV-2014 | 4768231 | 07-JUL-2015 | Evolution Research Group, LLC |
| BRAIN MATTERS RESEARCH | 86443291 | 03-NOV-2014 | 4776016 | 21-JUL-2015 | Evolution Research Group, LLC |
| FINGER LAKES CLINICAL RESEARCH | 88379984 | 10-APR-2019 | 5913220 | 19-NOV-2019 | Evolution Research Group, LLC |
| E ERG | 88339348 | 14-MAR-2019 | 6025409 | 31-MAR-2020 | Evolution Research Group, LLC |
| MEDICINE, MOVING FORWARD | 85887549 | 27-MAR-2013 | 4672363 | 13-JAN-2015 | ERG Finger Lakes Clinical Research, LLC |
| LOTUS | 85240352 | 11-FEB-2011 | 4066180 | 06-DEC-2011 | LOTUS CLINICAL RESEARCH, LLC |
| CNS RATINGS LLC | 97457659 | 14-JUN-2022 | 6986477 | 21-FEB-2023 | Evolution Research Group, LLC |

| Mark | Application No. | Application Date | Registration No. | Registration Date | Owner |
|---|------------------------|-------------------------|-------------------------|--------------------------|-------------------------------|
| NPRC NEUROPSYCHIATRIC RESEARCH CENTER | 97163854 | 09-DEC-2021 | 7069884 | 30-MAY-2023 | Evolution Research Group, LLC |