

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI94494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Research International LLC		03/13/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Hayfin Services LLP		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	Limited Liability Partnership: UNITED KINGDOM		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3832937	ITRACK	
Registration Number:	4408847	PREMIER RESEARCH	
Registration Number:	4446908	PREMIER RESEARCH	
Registration Number:	4967387	PAIDION RESEARCH	
Registration Number:	7264370	PREMIER CONSULTING	
Registration Number:	7264297	PREMIER PREDICT	
Registration Number:	3724768	AGILE CLINICAL RESEARCH	
Registration Number:	5266242	LIVETRIAL	
Registration Number:	5522956	HEALTH DECISIONS	
Serial Number:	88616094	BUILT FOR BIOTECH	
Serial Number:	97548677	MADE FOR MEDTECH	
Serial Number:	98142740	VIRTUAL RESEARCH GROUP	
Serial Number:	98342340	VRG VIRTUAL RESEARCH GROUP	
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:	2027994000		
Email:	gregory.esau@us.dlapiper.com		

CH \$340.00.00 77791312

Correspondent Name: Gregory Esau
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER: Gregory Esau

SIGNATURE: Gregory Esau

DATE SIGNED: 03/14/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

March 13, 2024

WHEREAS, Premier Research International LLC, a Delaware limited liability company (herein referred to as the “**Grantor**”) owns or licenses the Trademark Collateral (as defined below);

WHEREAS, Premier Research Acquisition Corp. (the “**Borrower**”), the other Loan Parties party thereto, the Lenders party thereto, and Hayfin Services LLP, as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of March 13, 2024 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of March 13, 2024 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and Hayfin Services LLP, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under 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 acquired or arising:

(i) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; *provided* that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Pledged Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantor is the licensee, including, without limitation, each Pledged Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantor

(including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Trademark Collateral are subject to any license agreement or other commercial agreement of a Grantor (with a non-Affiliate counterparty) with respect to such Trademark Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PREMIER RESEARCH INTERNATIONAL
LLC

By:



Name: Thomas Perkins
Title: Senior Vice President, General
Counsel and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008369 FRAME: 0763


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PREMIER RESEARCH INTERNATIONAL LLC

By: _____
Name:
Title:

Acknowledged:

HAYFIN SERVICES LLP,
as Collateral Agent


By:  _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule 1
to Trademark
Guarantee and Collateral Agreement**

PREMIER RESEARCH INTERNATIONAL LLC

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
iTrack iTrack	3832937	8/10/2010
premier	4408847	9/24/2013
premier research		
PREMIER RESEARCH PREMIER RESEARCH	4446908	12/10/2013
PAIDION RESEARCH	4967387	5/31/2016
BUILT FOR BIOTECH	88616094	9/13/2019
MADE FOR MEDTECH	97548677	8/15/2022
VIRTUAL RESEARCH GROUP	98142740	8/21/2023
PREMIER CONSULTING	7264370	1/2/2024
PREMIER PREDICT	7264297	1/2/2024
Premier Predict		
VRG VIRTUAL RESEARCH GROUP	98342340	1/4/2024
		
AGILE CLINICAL RESEARCH	3724768	12/15/2009
LIVETRIAL	5266242	8/15/2017
HEALTH DECISIONS	5522956	7/24/2018

U.S. TRADEMARK APPLICATIONS

None.