

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM453852

<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>
Worldwide Clinical Trials, Inc.		12/05/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3619881	WCT	
<b>Registration Number:</b>	3521264	WORLDWIDE CLINICAL TRIALS	
<b>Registration Number:</b>	4060750	WCT RESOURCING SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>	(312) 558-6352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		
<b>ATTORNEY DOCKET NUMBER:</b>	13757.133		
<b>NAME OF SUBMITTER:</b>	Michelle Foy		
<b>SIGNATURE:</b>	/Michelle Foy/		
<b>DATE SIGNED:</b>	12/08/2017		
<b>Total Attachments: 5</b>			
source=WCT - Trademark Security Agreement (Executed)#page1.tif			
source=WCT - Trademark Security Agreement (Executed)#page2.tif			

CH \$90.00 3619881

source=WCT - Trademark Security Agreement (Executed)#page3.tif  
source=WCT - Trademark Security Agreement (Executed)#page4.tif  
source=WCT - Trademark Security Agreement (Executed)#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of December 5, 2017, between the signatory hereto (the “Grantor”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

### RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of December 5, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

WORLDWIDE CLINICAL TRIALS, INC.,

as Grantor

By: \_\_\_\_\_


Name: Anthony Doyle

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006224 FRAME: 0598**

BMO HARRIS BANK N.A.,  
as Administrative Agent

By:   
Name: Dan Weeks  
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006224 FRAME: 0599

Schedule 1

Trademark	Status	App. #	Filing Date	Reg. #	Reg. Date	Owner
WCT	Registered	77/135153	03/20/2007	3619881	05/12/2009	Worldwide Clinical Trials, Inc.
WORLDWIDE CLINICAL TRIALS and Design	Registered	77/070676	12/22/2006	3521264	10/21/2008	Worldwide Clinical Trials, Inc.
WCT RESOURCING SOLUTIONS	Registered	77/790207	03/22/2009	4060750	11/22/2011	Worldwide Clinical Trials US, Inc. <sup>1</sup>

---

<sup>1</sup> Registration with US PTO will not be renewed and will lapse in normal course.