

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCIETY FOR CLINICAL RESEARCH SITES, INC.		10/22/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	SOCIETY FOR CLINICAL RESEARCH SITES, INC.		
Street Address:	10326-B Baltimore National Pike		
City:	Ellicott City		
State/Country:	MARYLAND		
Postal Code:	21042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5216462	SITEVOICE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40462-160		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	11/06/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of October 22, 2018 (the “*Effective Date*”), by and between SOCIETY FOR CLINICAL RESEARCH SITES, INC., a Maryland corporation (“*Assignor*”) in favor of SOCIETY FOR CLINICAL RESEARCH SITES, INC., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, supplemented or modified, the “*Purchase Agreement*”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A, together with the goodwill associated therewith (collectively, the “*Trademarks*”), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, any and all of Assignor’s right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the

assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.


5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment (and all Schedules hereto) will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

SOCIETY FOR CLINICAL RESEARCH SITES,
INC.

By:  _____

Name: Russell Kemmerle

Title: Vice President & General Counsel

ASSIGNEE:

SOCIETY FOR CLINICAL RESEARCH SITES,
INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.


ASSIGNOR:

SOCIETY FOR CLINICAL RESEARCH SITES,
INC.

By: _____
Name:
Title:

ASSIGNEE:

SOCIETY FOR CLINICAL RESEARCH SITES,
INC.

By:  _____
Name: Mark Harney
Title: Executive Chairman and Chief Executive
Officer

Schedule A

Trademarks		
Registration or Application Number/Date of Registration or Filing	Description/Mark	Jurisdiction
5216462 06/06/2017	SITEVOICE (word only)	U.S.