# OP \$40.00 5129408

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM620029 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Optimal Research, LLC		01/13/2021	Limited Liability Company: MARYLAND

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	500 Stanton Christiana Road
Internal Address:	NCC5/ 1st floor
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark	
Registration Number:	5129408	OPTIMAL RESEARCH INTEGRATED SITE SOLUTIO	

### **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

**Address Line 1:** 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	045494-0325
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	01/13/2021

### **Total Attachments: 8**

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### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the ("<u>Trademark Security Agreement</u>") dated January 13, 2021, is among the Persons listed on the signature pages hereof (collectively, the "<u>Grantors</u>") and JPMORGAN CHASE BANK, N.A., as collateral agent (the "<u>Collateral Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PPD, INC., a Delaware corporation, and PPD DEVELOPMENT, LP, a Delaware limited partnership, have entered into the Credit Agreement dated as of January 13, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders, the L/C Issuers and the Administrative Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated January 13, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, including the Trademarks, and have agreed thereunder to execute this Trademark Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- Section 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
  - Section 2. <u>Grant of Security</u>. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following (the "<u>Trademark Collateral</u>"):
    - (i) all trademarks, service marks, and applications therefor, including those set forth on Schedule A hereto;
    - (ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and
    - (iii) any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation or breach with respect to any of

the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

<u>provided</u> that notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to Excluded Property.

- Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Trademark\_Security Agreement secures the payment or performance, as the case may be, in full of the Secured Obligations, including all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.
- Section 4. <u>Recordation</u>.Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark\_Security Agreement.
- Section 5. <u>Execution in Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Section 6. <u>Grants, Rights and Remedies.</u> This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
- Section 7. <u>Governing Law; Jurisdiction; Etc.</u> (a)THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY

APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 7(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

	Name:	B. Judd Hartman	
	Title:	President	
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٠,٠		B. Judd Hartman	
	Title:	Secretary	

PHARMACO INVESTMENTS, INC.

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

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

Name: B. Judd Hartman

Title: President

EVIDERA, INC.

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

Name: B. Judd Hartman Title: Secretary

ACURIAN, INC.
MEDICIGROUP, INC.
OPTIMAL RESEARCH, LLC
SYNEXUS CLINICAL RESEARCH US, INC.

By: Maria kraus

Name: Maria Kraus

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.

as Collateral Agent

Name: Dawn Lee Lum

Title: Executive Director

# **Trademarks**

# I. Registered Trademarks

Owner	Mark	Registration Number	Country	Expiration Date
Pharmaco Investments, Inc.	"PPD" (Word Mark)	2,435,414	USA	Mar. 13, 2031
Pharmaco Investments, Inc.	"PPD" (Stylized)	2,332,213	USA	Mar. 21, 2030
Pharmaco Investments, Inc.	"PPD QUERYDIRECT"	2,644,316	USA	Oct. 29, 2022
Pharmaco Investments, Inc.	"PRECLARUS"	4,573,756	USA	Jul. 22, 2024
Pharmaco Investments, Inc.	"TRIMENTUM"	4,787,158	USA	Aug. 4, 2025
Acurian, Inc.	"ACURIAN RECRUITMENT MANAGER"	3,971,039	USA	May 31, 2021
Acurian, Inc.	"ACURIAN" (Plus Design)	2,697,439	USA	Mar. 18 2023
Acurian, Inc.	"ACURIAN"	2,566,246	USA	Apr. 30, 2022
Acurian, Inc.	"ACURIAN HEALTH"	4,411,824	USA	Oct. 1, 2023
Acurian, Inc.		4,429,550	USA	Nov. 5, 2023
Acurian, Inc.	"ACURIAN RETENTION MANAGER"	4,621,574	USA	Oct. 14, 2024
SYNEXUS CLINICAL RESEARCH US, INC.	455	6,128,809	USA	Aug. 18, 2030
Optimal Research, LLC	OPTIMAL RESEARCH INTEGRATED SITE SOLUTIONS	5,129,408	USA	Jan. 24, 2027
Evidera, Inc.	"E-RS"	4,959,657	USA	May 17, 2026
Evidera, Inc.	"EVIDERA" + Design	4,555,020	USA	Jun. 24, 2024
Evidera, Inc.	"EVIDERA"	4,555,019	USA	Jun. 24, 2024
Evidera, Inc.	"EXACT-PRO INITIATIVE" + Design	4,728,703	USA	Apr. 28, 2025
Evidera, Inc.	"EviDICE"	5,141,280	USA	Feb. 14, 2027
Evidera Inc.	"IVALUE SUITE"	5,154,972	USA	Mar. 7, 2027
Evidera, Inc.	"RxEVIDICE"	5,150,411	USA	Feb. 28, 2027
Evidera, Inc.	"THE EVIDENCE FORUM"	5,252,789	USA	Jul. 25, 2027
Evidera, Inc.	"EVIDERA" + Design	5,487,857	USA	Jun. 5, 2028

Owner	Mark	Registration Number	Country	Expiration Date	
MediciGroup, Inc.	lediciGroup, Inc. WORLDS APART, PURPLE TOGETHER		USA	May 12, 2025	
MediciGroup, Inc.	TEAM EPILEPSY	4,160,281	USA	Jun. 19, 2022	
MediciGroup, Inc.	STUDYCOORDINATOR.NET	3,987,441	USA	Jun. 28, 2021	
MediciGroup, Inc.	L2FU	4,018,286	USA	Aug. 30, 2021	
MediciGroup, Inc.	CENTER FOR PATIENT RECRUITMENT	2,956,002	USA	May 24, 2025	
MediciGroup, Inc.	HEAD START TO RECRUITMENT	3,867,150	USA	Oct. 26, 2020	
MediciGroup, Inc.	MEDICIGLOBAL + Design	3,864,845	USA	Oct. 19, 2020	
MediciGroup, Inc.	STUDY SEMINARS	2,515,932	USA	Dec. 4, 2021	
MediciGroup, Inc.	VIP	2,445,248	USA	Apr. 17, 2021	
MediciGroup, Inc.	CTIP	2,360,017	USA	Jun. 20, 2020	
MediciGroup, Inc.	MediciGroup, Inc. MEDICIGROUP		USA	Jan. 27, 2028	
MediciGroup, Inc.	SMART	2,902,264	USA	Nov. 9, 2024	
Evidera, Inc. (f/k/a Fieldaccess, LLC)	LIVETRACKER	4,950,468	USA	May 3, 2022	
Evidera, Inc. (f/k/a Fieldaccess, LLC)	MEDIMIX	3,158,599	USA	Oct. 17, 2026	

# II. <u>Trademark Applications</u>

**RECORDED: 01/13/2021** 

None.