

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Institute for the Advancement of Clinical Trials, LLC		07/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
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: 8			
Property Type	Number	Word Mark	
Serial Number:	97272456	CENTRICITY RESEARCH	
Serial Number:	97165927	CENTRICITY RESEARCH	
Serial Number:	88453897	RIDING IN CARS WITH RESEARCHERS	
Serial Number:	87737266	IACT HEALTH	
Serial Number:	87737275	PEOPLE. PROMISE. PROGRESS.	
Serial Number:	87737272	IACT	
Serial Number:	87737282	IACT HEALTH	
Serial Number:	87737294	IACT HEALTH PEOPLE · PROMISE · PROGRESS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		

CH \$215.00 97272456

DATE SIGNED:	07/28/2023
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Total Attachments: 5

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- source=twin brook centricity trademark security agreement (executed) 2023#page2.tif
- source=twin brook centricity trademark security agreement (executed) 2023#page3.tif
- source=twin brook centricity trademark security agreement (executed) 2023#page4.tif
- source=twin brook centricity trademark security agreement (executed) 2023#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 28th day of July, 2023, by INSTITUTE FOR THE ADVANCEMENT OF CLINICAL TRIALS, LLC, a Delaware limited liability company ("Grantor"), 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, Grantor, the other Loan Parties party thereto from time to time, the financial institutions party thereto from time to time as Lenders, and Grantee, as Agent, have entered into that certain Credit Agreement, dated as of the date hereof (as amended, 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, the borrowers therein (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, Grantor, and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor 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, Grantor agrees as follows:

1. Incorporation of 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 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. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in 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 (to the extent not constituting Excluded Property):

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals 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 Grantor against third parties for past, present or future (a) infringement or

impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

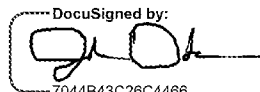
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Pages Follow]

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


**INSTITUTE FOR THE ADVANCEMENT OF
CLINICAL TRIALS, LLC**, a Delaware limited liability
company

DocuSigned by:


By: _____
Name: John D. Oakes
Its: Vice President

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Kimberly Trick (Jul 27, 2023 11:25 CDT)

Name: **Kim Trick**
Title: **Managing Director**

Schedule A

U.S. Federal Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date
CENTRICITY RESEARCH	97272456	2/17/22	N/A	N/A
CENTRICITY RESEARCH	97165927	12/10/21	N/A	N/A
RIDING IN CARS WITH RESEARCHERS	88453897	5/31/19	5937233	12/17/19
IACT HEALTH	87737266	12/28/17	5900080	11/5/19
PEOPLE. PROMISE. PROGRESS.	87737275	12/28/17	5529958	7/31/18
IACT	87737272	12/28/17	5900081	11/5/19
IACT HEALTH	87737282	12/28/17	5900082	11/5/19
IACT HEALTH PEOPLE · PROMISE · PROGRESS	87737294	12/28/17	5900083	11/5/19