

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2832778

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | PATENT SECURITY AGREEMENT (FIRST LIEN) |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SYNARC INC. | 03/10/2014 |
| RECEIVING PARTY DATA | |
| Name: | CREDIT SUISSE AG, AS FIRST LIEN COLLATERAL AGENT |
| Street Address: | ELEVEN MADISON AVENUE, 23RD FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| PROPERTY NUMBERS Total: 17 | |
| Property Type | Number |
| Patent Number: | 6992280 |
| Patent Number: | 7157696 |
| Patent Number: | 7463758 |
| Patent Number: | 7561727 |
| Patent Number: | 8126240 |
| Patent Number: | 7844090 |
| Patent Number: | 8280126 |
| Patent Number: | 8315446 |
| Patent Number: | 8300910 |
| Patent Number: | 8218850 |
| Patent Number: | 8538102 |
| Patent Number: | 8285019 |
| Application Number: | 12069894 |
| Application Number: | 12450421 |
| Application Number: | 13701102 |
| Application Number: | 12936790 |
| Application Number: | 13377313 |
| CORRESPONDENCE DATA | |
| Fax Number: | (714)755-8290 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via</i> | |
| PATENT | |

US Mail.

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4: COSTA MESA, CALIFORNIA 92626

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|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 030786-0602 |
|--------------------------------|-------------|

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|---------------------------|-------------|
| NAME OF SUBMITTER: | ANNA T KWAN |
|---------------------------|-------------|

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|-------------------|-------|
| SIGNATURE: | /atk/ |
|-------------------|-------|

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|---------------------|------------|
| DATE SIGNED: | 04/28/2014 |
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Total Attachments: 8

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Patent Security Agreement

PATENT SHORT FORM SECURITY AGREEMENT dated as of March 10, 2014, (this “**Agreement**”), among each of the undersigned grantors (individually, an “**Grantor**”, and, collectively, the “**Grantors**”) and CREDIT SUISSE AG, as First Lien Collateral Agent (in such capacity, together with its successors and assigns, the “**First Lien Collateral Agent**”).

WHEREAS, Parent Borrower, Holdings (solely for purposes of Section 7.10 thereof), Synarc A/S, Center for Clinical and Basic Research A/S, the Lenders party thereto, Credit Suisse AG, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the First Lien Credit Agreement dated as of March 10, 2014 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that First Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of March 10, 2014, among Synarc-BioCore Holdings, LLC, (the “**Parent Borrower**”), Synarc-BioCore Intermediate Holdings, LLC (“**Holdings**”), the other Subsidiary Parties named therein and CREDIT SUISSE AG, as First Lien Collateral Agent (together with its successors and assigns, the “**First Lien Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the First Lien Collateral Agent for the benefit of the Secured Parties as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, and hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the USPTO or any similar offices in any other country, including those listed on Schedule I, and

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, together with

(c) any and all (i) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (ii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (iii) rights corresponding thereto throughout the world.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the First Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First Lien Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Assignor hereby authorizes and requests that the USPTO record this Agreement.

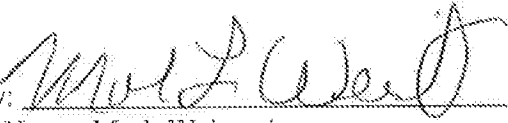
SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOCLINICA, INC.

By: 
Name: Mark Weinstein
Title: President

SYNARC, INC.

By: _____
Name: Ted Kaminer
Title: Secretary & Treasurer

[First Lien Patent Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOCLINICA, INC.

By: _____
Name: Mark Weinstein
Title: President

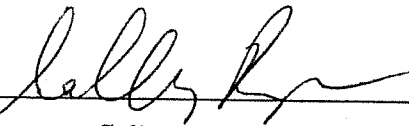
SYNARC, INC.

By: _____
Name: Ted Kämper
Title: Secretary & Treasurer

[First Lien Patent Security Agreement]

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as First Lien Collateral Agent

By: 
Name: **BILL O'DALY**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **Sally Reyes**
Title: **Authorized Signatory**

Schedule I

United States Patents and Pending Patent Applications

| <u>Title</u> | <u>Patent No. (App. No.)</u> | <u>Issue Date (Fil. Date)</u> | <u>Owner</u> | <u>Status</u> |
|---|----------------------------------|-----------------------------------|---|---------------|
| Spine Phantom Simulating Cortical and Trabecular Bone for Calibration of Dual Energy X-Ray Bone Densitometers | 6,302,582 | 10/16/2001 | BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.) | Granted |
| Variable Composition Phantom Simulating Varying Degrees of Body Fat for Dual Energy X-Ray Machine Calibration | 6,315,447 | 11/13/2001 | BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.) | Granted |
| Test object for Calibration of Imaging Measurements of Mammalian Skeletal Joints | 6992280 B2 | 1/31/2006 | Synarc Inc. | Granted |
| Test object for Calibration of Imaging Measurements of Mammalian Skeletal Joints | 7157696 B2 | 1/2/2007 | Synarc Inc. | Granted |
| Method of Deriving a Quantitative Measure of a Degree of Calcification of an Aorta | 7463758 | 12/9/2008 | Synarc Inc. | Granted |
| Method of Deriving a Quantitative Measure of a Degree of Calcification of an Aorta | 7561727 | 7/14/2009 | Synarc Inc. | Granted |

| <u>Title</u> | <u>Patent No.</u> (App. No.) | <u>Issue Date (Fil.</u> <u>Date)</u> | <u>Owner</u> | <u>Status</u> |
|---|---------------------------------|---|--------------|---------------|
| Vertebral Fracture Quantification | 8126240 | 2/28/2012 | Synarc Inc. | Granted |
| Method of Deriving a Quantitative Measure of a Degree of Calcification of an Aorta | 7844090 | 11/30/2010 | Synarc Inc. | Granted |
| Method of Deriving a Quantitative Measure of the Instability of Calcific Deposits of a Blood Vessel | (12069894) | (02/13/2008) | Synarc Inc. | Pending |
| Cartilage Curvature | 8280126 | 10/2/2012 | Synarc Inc. | Granted |
| Breast Tissue Density Measure | 8315446 | 11/20/2012 | Synarc Inc. | Granted |
| Pathology Indicating Measure Related to Cartilage Structure and Automatic Quantification Thereof | 8300910 | 10/30/2012 | Synarc Inc. | Granted |
| Breast Tissue Density Measure | 8218850 | 7/10/2012 | Synarc Inc. | Granted |
| Vertebral Fracture Prediction | (12450421) | (01/11/2010) | Synarc Inc. | Pending |
| Optimised Region of Interest Selection | 8,538,102 | 9/17/2013 | Synarc Inc. | Granted |
| Breast Tissue Density Measure | 8285019 | 10/9/2012 | Synarc Inc. | Granted |
| Computer based analysis of MRI images | (13701102) | (4/5/2013) | Synarc, Inc. | Pending |
| Vertebral fracture prediction | (12936790) | (12/27/2010) | Synarc, Inc. | Pending |
| Vertebral fracture quantification | 8126240 | 2/28/2012 | Synarc, Inc. | Granted |
| Method of deriving a quantitative measure of a degree of calcification of an aorta | 7844090 | 11/30/2010 | Synarc, Inc. | Granted |

| <u>Title</u> | <u>Patent No.</u> <u>(App. No.)</u> | <u>Issue Date (Fil.</u> <u>Date)</u> | <u>Owner</u> | <u>Status</u> |
|--|--|---|--------------|---------------|
| Method of deriving a quantitative measure of a degree of calcification of an aorta | 7561727 | 7/14/2009 | Synarc, Inc. | Granted |
| Method of deriving a quantitative measure of a degree of calcification of an aorta | 7463758 | 12/9/2008 | Synarc, Inc. | Granted |
| Test object for calibration of imaging measurements of mammalian skeletal joints | 7157696 | 1/2/2007 | Synarc, Inc. | Granted |
| Test object for calibration of imaging measurements of mammalian skeletal joints | 6992280 | 1/31/2006 | Synarc, Inc. | Expired |
| Alignment of shapes of body parts from images | (13/377,313) | (6/20/2012) | Synarc, Inc. | Pending |