

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4108024

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BIOCLINICA, INC.	10/20/2016
SYNARC INC.	10/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JEFFERIES FINANCE LLC
<b>Street Address:</b>	520 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6302582
Patent Number:	6315447
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
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)494-7512
<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>	202-370-4750
<b>Email:</b>	ipteam@nationalcorp.com
<b>Correspondent Name:</b>	JOANNA MCCALL
<b>Address Line 1:</b>	1025 VERMONT AVE NW, SUITE 1130

PATENT

<b>Address Line 2:</b>	NATIONAL CORPORATE RESEARCH, LTD
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F166155 PATENT FILING 5
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<b>NAME OF SUBMITTER:</b>	ALAN DELANEY
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<b>SIGNATURE:</b>	/Alan Delaney/
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<b>DATE SIGNED:</b>	10/21/2016
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**Total Attachments: 6**

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## First Lien Patent Security Agreement

PATENT SHORT FORM SECURITY AGREEMENT dated as of October 20, 2016, (this “**Agreement**”), among BioClinica, Inc., a Delaware corporation and Synarc Inc., a Delaware corporation (each a “**Grantor**”) and JEFFERIES FINANCE LLC, as First Lien Collateral Agent (in such capacity, together with its successors and assigns, the “**First Lien Collateral Agent**”).

WHEREAS, BioClinica Intermediate LP, a Delaware limited partnership (the “**Parent Guarantor**”), BioClinica Holding I, LP, a Delaware limited partnership (“**Holdings**”), BioClinica-Clinverse Holdings Corp., BioClinica-Synowledge Holdings Corp., BioClinica-Synarc Holdings Corp., BioClinica-eClinical Holdings Corp., each a Delaware corporation (the “**Borrowers**”), the Lenders party thereto, Jefferies Finance LLC, 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 October 20, 2016 (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, each 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 October 20, 2016, among the Parent Guarantor, Holdings, the Borrowers, the other Subsidiary Parties named therein and the First Lien Collateral Agent pursuant to which each 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, each Grantor hereby makes covenants and agrees with the First Lien Collateral Agent for the benefit of the Secured Creditors 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, each Grantor, pursuant to the Security Agreement, 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 and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such 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 United States Patent and Trademark Office or any similar offices in any jurisdiction, including those listed on Schedule I, and

(b) all reissues, continuations, divisions, continuations-in-part, reexaminations, renewals or extensions of any of the foregoing, and the inventions disclosed or claimed in any of the foregoing, including the right to make, have made, import, use, offer to sell and/or sell the inventions disclosed or claimed in any of the foregoing, together with

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

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interests 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 Grantor hereby authorizes and requests that the United States Patent and Trademark Office 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.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

BIOCLINICA, INC., as Grantor

By: 

Name: John Hubbard

Title: President

SYNARC INC., as Grantor

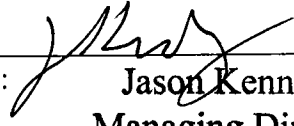
By: 

Name: John Hubbard

Title: President

[Signature page -- First Lien Patent Security Agreement]

**JEFFERIES FINANCE LLC,**  
as First Lien Collateral Agent

By:   
Name: **Jason Kennedy**  
Title: **Managing Director**

## Schedule I

United States Patents and Pending Patent Applications

<u>Title</u>	<u>Jurisdiction</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	US	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	US	6,315,447	11/13/2001	BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.)	Granted
Method of Deriving a Quantitative Measure of a Degree of Calcification of an Aorta	US	7463758	12/9/2008	Synarc Inc.	Granted
Method of Deriving a Quantitative Measure of a Degree of Calcification of an Aorta	US	7561727	7/14/2009	Synarc Inc.	Granted
Vertebral Fracture Quantification	US	8126240	2/28/2012	Synarc Inc.	Granted
Method of Deriving a Quantitative Measure of a Degree of Calcification of an Aorta	US	7844090	11/30/2010	Synarc Inc.	Granted
Cartilage Curvature	US	8280126	10/2/2012	Synarc Inc.	Granted
Breast Tissue Density Measure	US	8315446	11/20/2012	Synarc Inc.	Granted
Pathology Indicating Measure Related to Cartilage Structure and Automatic Quantification Thereof	US	8300910	10/30/2012	Synarc Inc.	Granted
Breast Tissue Density	US	8218850	7/10/2012	Synarc Inc.	Granted

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent No.</u> <u>(App. No.)</u>	<u>Issue Date (Fil.</u> <u>Date)</u>	<u>Owner</u>	<u>Status</u>
Measure					
Optimised Region of Interest Selection	US	8,538,102	9/17/2013	Synarc Inc.	Granted
Breast Tissue Density Measure	US	8285019	10/9/2012	Synarc Inc.	Granted