504138071 12/20/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4194358

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
PRA HEALTH SCIENCES, INC.	12/06/2016

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	550 SOUTH TRYON STREET, 6TH FLOOR
Internal Address:	DUKE ENERGY CENTER
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	62188065
Application Number:	15193676

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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: 714-540-1235 Email: ipdocket@lw.com

LATHAM & WATKINS LLP **Correspondent Name:**

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	037216-0034
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	12/20/2016

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("<u>Agreement</u>"), dated as of December 6, is made by PRA Health Sciences, Inc.(the "<u>Grantor</u>"), in favor of Wells Fargo Bank, National Association, as collateral agent (the "<u>Agent</u>") for the several banks and other financial institutions (the "<u>Lenders</u>") from time to time parties to the Credit Agreement, dated as of December 6, 2016 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrower, the other Borrowers from time to time party thereto, PRA Health Sciences, Inc., a Delaware corporation ("<u>Holdings</u>"), the Lenders party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of December 6, 2016 in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Patents; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

- 1. <u>DEFINITIONS</u>. UNLESS OTHERWISE DEFINED HEREIN OR THE CONTEXT OTHERWISE REQUIRES, TERMS USED IN THIS AGREEMENT, INCLUDING ITS PREAMBLE AND RECITALS, HAVE THE MEANINGS PROVIDED OR PROVIDED BY REFERENCE IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT.
- 2. <u>GRANT OF SECURITY INTEREST</u>. GRANTOR HEREBY GRANTS A SECURITY INTEREST IN ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE PATENTS (INCLUDING, WITHOUT LIMITATION, THOSE ITEMS LISTED ON SCHEDULE A HERETO), INCLUDING

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THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM (COLLECTIVELY, THE "COLLATERAL"), TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES TO SECURE PAYMENT, PERFORMANCE AND OBSERVANCE OF THE OBLIGATIONS.

- 3. <u>PURPOSE</u>. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED BY GRANTOR FOR THE PURPOSE OF RECORDING THE GRANT OF SECURITY INTEREST HEREIN WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. THE SECURITY INTEREST GRANTED HEREBY HAS BEEN GRANTED TO THE SECURED PARTIES IN CONNECTION WITH THE SECURITY AGREEMENT AND IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS THEREOF. THE SECURITY AGREEMENT (AND ALL RIGHTS AND REMEDIES OF THE SECURED PARTIES THEREUNDER) SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS.
- 4. <u>ACKNOWLEDGMENT</u>. GRANTOR DOES HEREBY FURTHER ACKNOWLEDGE AND AFFIRM THAT THE RIGHTS AND REMEDIES OF THE SECURED PARTIES WITH RESPECT TO THE SECURITY INTEREST IN THE COLLATERAL GRANTED HEREBY ARE MORE FULLY SET FORTH IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH (INCLUDING THE REMEDIES PROVIDED FOR THEREIN) ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE SECURITY AGREEMENT, THE TERMS OF THE SECURITY AGREEMENT, THE
- 5. <u>COUNTERPARTS</u>. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER CONSTITUTE ONE AND THE SAME ORIGINAL.
- 6. <u>GOVERNING LAW</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRA HEALTH SCIENCES, INC., as Grantor

Name:

Senior Vice President, Accounting, Corporate Controller and Assistant Treasurer Title:

[Grant of Security Interest in Patent Rights]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By:

Name: Christine Gardiner Title: Vice President

[Grant of Security Interest in Patent Rights]

SCHEDULE A

U.S. Patent Registrations and Applications

Owner	Country	Application No.	Filing Date	Title	Status	KTS Reference
PRA Health	ates	62/188,065	July 2, 2015	Early Warning System	Expired	058489-0945865
Sciences,		(Provisional Application)				
Inc.						
PRA Health	United States	15/193,676	June 27, 2016	June 27, 2016 Normalizing Data Sets for Predicting an Pending	Pending	058489-0968343
Sciences,				Attribute of the Data Sets		
Inc.						

Material Inbound Exclusive Licenses in U.S. Patents

RECORDED: 12/20/2016

None.