505753546 11/01/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5800360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
PRA HEALTH SCIENCES, INC.	10/28/2019

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		

PROPERTY NUMBERS Total: 1

Property Type	Number
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

Correspondent Name: LATHAM & WATKINS LLP

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:	11/01/2019

Total Attachments: 5

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PATENT REEL: 050890 FRAME: 0572

GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("<u>Agreement</u>"), dated as of October 28, 2019, is made by PRA HEALTH SCIENCES, INC. (the "<u>Grantor</u>"), in favor of PNC 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 October 28, 2019 (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 October 28, 2019 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. GRANT OF SECURITY INTEREST. GRANTOR HEREBY GRANTS A LIEN ON AND 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), AND ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATED THERETO AND ALL RIGHTS TO SUE AT LAW OR IN EQUITY OR OTHERWISE RECOVER FOR ANY PAST, PRESENT OR FUTURE INFRINGEMENT, MISAPPROPRIATION, DILUTION OR OTHER VIOLATION THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM (COLLECTIVELY, THE "COLLATERAL"), TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES AS COLLATERAL SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND

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PERFORMANCE WHEN DUE (WHETHER AT THE STATED MATURITY, BY ACCELERATION OR OTHERWISE) 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 SHALL GOVERN.
- 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

By

Name. Michael J. Bonello

Title EVP Treasurer, Secretary and CFO

PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent

Name: Richard C. Brown

Title: Senior Vice President

REEL: 050890 FRAME: 0576

SCHEDULE A

U.S. Patent Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TITLE
PRA HEALTH SCIENCES, INC.	15193676		Normalizing Data Sets for Predicting an Attribute of the Data Sets

Material Inbound Exclusive Licenses in U.S. Patents

None

PATENT REEL: 050890 FRAME: 0577

RECORDED: 11/01/2019