## 506979143 11/16/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7025982

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

## **CONVEYING PARTY DATA**

Name	Execution Date
PAREXEL INTERNATIONAL CORPORATION	11/15/2021
PAREXEL INTERNATIONAL, LLC	11/15/2021

## **RECEIVING PARTY DATA**

Name:	OWL ROCK CAPITAL CORPORATION		
Street Address:	399 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		

## **PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	8620680
Patent Number:	10311534
Application Number:	16430263
Application Number:	15606676
Application Number:	17012319
Application Number:	17355046
Application Number:	16815873
Application Number:	15796583

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JOANNA MCCALL

Address Line 1: 1025 CONNECTICUT AVE NW, SUITE 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1523842 2L

NAME OF SUBMITTER:	ANNA MARCUS		
SIGNATURE:	/Anna Marcus/		
DATE SIGNED:	11/16/2021		
Total Attachments: 6			
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source=B To File - Phoenix - 2L Patent	Security Agreement [Executed]#page4.tif		
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#### SECOND LIEN PATENT SECURITY AGREEMENT

SECOND LIEN PATENT SECURITY AGREEMENT dated as of November 15, 2021 (this "<u>Agreement</u>"), among Parexel International Corporation and Parexel International, LLC (each a "<u>Grantor</u>") and Owl Rock Capital Corporation ("<u>Owl Rock</u>") in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "<u>Collateral Agent</u>").

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of November 15, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Phoenix Midco, Inc., a Delaware corporation ("Holdings"), Phoenix Newco, Inc., a Delaware corporation (the "Borrower"), the Subsidiary Borrowers from time to time party thereto, the lenders from time to time party thereto and Owl Rock, as administrative agent and collateral agent and (b) the Second Lien Pledge and Security Agreement dated as of November 15, 2021 (the "Security Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such Grantor, including those listed on <u>Schedule I</u> (the "<u>Collateral</u>").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf)

or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 5. <u>CHOICE OF LAW</u>. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR *AGREEMENT* GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY BETWEEN THE PROVISIONS OF THE CONFLICT CLOSING DATE INTERCREDITOR AGREEMENT, ANY **ACCEPTABLE** INTERCREDITOR (INCLUDING **EQUAL PRIORITY** AGREEMENT THE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE CLOSING INTERCREDITOR AGREEMENT. ANY **EOUAL** DATE PRIORITY INTERCREDITOR **AGREEMENT AND** ANY **SUCH ACCEPTABLE** INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

OWL ROCK CAPITAL CORPORATION, as Administrative Agent

By:

ame: Jeff Wal

Title: Authorized Signatory

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

## PAREXEL INTERNATIONAL CORPORATION

Bv:

Name: John Benoit Title: Treasurer

PAREXEL INTERNATIONAL, LLC

By:

Name: John Benoi

# **SCHEDULE I**

# U.S. PATENTS

PATENT	JURISDICTION	PATENT NUMBER	REGISTERED OWNER	ISSUE DATE
METHODS AND APPARATUS FOR PLANNING AND MANAGEMENT OF CLINICAL TRIALS	United States of America	8,620,680	PAREXEL International Corporation	December 31, 2013
METHODS AND APPARATUS FOR PLANNING AND MANAGEMENT OF CLINICAL TRIALS	United States of America	10,311,534	PAREXEL International Corporation	June 4, 2019

## U.S. PATENT APPLICATIONS

PATENT	JURISDICTION	APPLICATION NUMBER	APPLICANT	FILING DATE
METHODS AND APPARATUS FOR PLANNING AND MANAGEMENT OF CLINICAL TRIALS	United States of America	16/430,263	PAREXEL International Corporation	June 3, 2019
DECISION SUPPORT SYSTEM FOR CNS DRUG DEVELOPMENT	United States of America	15/606,676	PAREXEL International Corporation	May 26, 2017
SEMANTIC PARSING ENGINE	United States of America	17/012,319	PAREXEL International, LLC	September 4, 2020
DATA STORAGE AND RETRIEVAL SYSTEM INCLUDING A KNOWLEDGE GRAPH EMPLOYING MULTIPLE SUBGRAPHS AND A LINKING LAYER INCLUDING MULTIPLE LINKING NODES, AND METHODS, APPARATUS AND SYSTEMS FOR CONSTRUCTING AND USING SAME	United States of America	17/355,046	PAREXEL International, LLC	June 22, 2021
METHODS, APPARATUS AND SYSTEMS FOR ANNOTATION OF TEXT DOCUMENTS	United States of America	16/815,873	PAREXEL International, LLC	March 11, 2020

DATASET NETWORKING AND DATABASE MODELING	United States of America	15/796,583	PAREXEL International, LLC	October 27, 2017
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**RECORDED: 11/16/2021**