

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLINVERSE, INC.		02/29/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON, AS COLLATERAL AGENT		
Street Address:	2001 BRYAN STREET		
Internal Address:	10TH FLOOR		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4778183	CLINPLAN	
Registration Number:	4682861	CLINVIZ	
Registration Number:	4261721	CLINVERSE	
Registration Number:	4298440	CLINNOTIFY	
Registration Number:	4301652	CLINDEBIT	
Registration Number:	4261644	CLINPAY	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	55943.002		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		

CH \$165.00 4778183

DATE SIGNED:	03/01/2016
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Total Attachments: 6

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of February 29, 2016, (this “**Agreement**”), between CLINVERSE, INC., a Delaware corporation (the “**Grantor**”) and THE BANK OF NEW YORK MELLON, as Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Synarc-BioCore Holdings, LLC, (the “**Issuer**”), WSHP JLL Intermediate, LLC (“**Holdings**”), the Investors party thereto (in each case, as defined in the Notes Purchase Agreement), The Bank of New York Mellon, as Note Agent (together with its successors and assigns, the “**Note Agent**”), and the Collateral Agent entered into the Notes Purchase Agreement, dated as of September 18, 2015 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Notes Purchase Agreement**”), and the Investors have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Notes Purchase Agreement conditioned upon, among other things, the execution and delivery of this Agreement; and

WHEREAS, in connection with the Notes Purchase Agreement, the Grantor executed that certain Supplement No. 1 dated as of the date hereof to the 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 September 18, 2015, among the Issuer, Holdings, the other Subsidiary Parties named therein and the 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 Investors to purchase the Notes under the Notes Purchase 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 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 Notes Purchase 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 grants to the 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 “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other

source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

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

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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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; Waiver of Jury Trial. 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. THE SECURED CREDITORS AND EACH GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE SECURED CREDITORS OR SUCH CREDIT PARTY IN CONNECTION THEREWITH. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER NOTE DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY HERETO ENTERING INTO THIS AGREEMENT.

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.

SECTION 7. Incorporation of Rights. Each of the parties hereto acknowledges and agrees that the Collateral Agent shall be afforded all of the rights, privileges, protections, indemnities and immunities afforded to it under the Notes Purchase Agreement, in connection with its execution of this Agreement and the performance of its duties hereunder.

[Remainder of this page intentionally left blank]

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

**CLINVERSE, INC.,
as the Grantor**

By: 

Name: John Hubbard

Title: President and Treasurer

[Signature page to Trademark Security Agreement]

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 
Name: BRYON M. TOWN
Title: VICE PRESIDENT

[Signature page to Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
CLINPLAN	USA	Clinverse, Inc.	4778183
CLINVIZ	USA	Clinverse, Inc.	4682861
CLINVERSE	USA	Clinverse, Inc.	4261721
CLINNOTIFY	USA	Clinverse, Inc.	4298440
CLINDEBIT	USA	Clinverse, Inc.	4301652
CLINPAY	USA	Clinverse, Inc.	4261644