

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784433

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
RESUBMIT DOCUMENT ID:	900739110

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Syneos Health US, Inc.		12/19/2022	Corporation: DELAWARE
Syneos Health, LLC		12/19/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	383 Madison Avenue, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	97389752	
Registration Number:	6686548	SYNEOS HEALTH
Registration Number:	6564420	SPHERICO
Registration Number:	6068869	SYNEOS ONE
Registration Number:	6273546	PATIENTPULSE
Registration Number:	5975600	DYNAMIC ASSEMBLY
Registration Number:	6093742	BIOPHARMACEUTICAL ACCELERATION MODEL
Registration Number:	6161365	BAM
Registration Number:	6267294	PRERISK
Registration Number:	5750795	SPEAK PEOPLE
Registration Number:	5750796	SPEAK PEOPLE
Registration Number:	5731076	CADENT MEDICAL COMMUNICATIONS
Registration Number:	5814321	SYNEOS HEALTH

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:	1863285
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NAME OF SUBMITTER:	Adalia Wu
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SIGNATURE:	/Adalia Wu/
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DATE SIGNED:	02/03/2023
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of December 19, 2022 (this “IP Security Agreement Supplement”), among Syneos Health, LLC and Syneos Health US, Inc. (each, a “Grantor”) and JPMorgan Chase Bank, N.A., as administrative and collateral agent (in such capacities, the “Collateral Agent”) for the ratable benefit for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders have extended credit to the Borrowers (as defined in the Amended and Restated Credit Agreement, dated as of November 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Syneos Health, Inc., a Delaware corporation (the “Administrative Borrower”), Syneos Health US, Inc., a Delaware corporation (each a “Borrower” and collectively with the Administrative Borrower, the “Borrowers”), the Lenders from time to time party thereto, and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantors and the Collateral Agent have entered into that certain Intellectual Property Security Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof). Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

- (A) All Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;
- (B) All Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto; and
- (C) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP 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 IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This IP Security Agreement Supplement 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. This IP Security Agreement Supplement shall become effective when the Collateral Agent shall have received a counterpart of this IP Security Agreement Supplement that bears the signature of each Grantor. Delivery of an executed signature page to this IP Security Agreement Supplement by facsimile transmission or by email as a “.pdf” or “.tiff” attachment shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement Supplement. The words “execution,” “signed,” “signature,” and words of like import in this IP Security Agreement Supplement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

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

Syneos Health, LLC

By: 
Name: Jonathan Olefson
Title: Director

Syneos Health US, Inc.

By: 
Name: Jonathan Olefson
Title: Director

JPMorgan Chase Bank, N.A. as Collateral Agent

By: 



Name: Joon Hur

Title: Executive Director

SCHEDULE I

TRADEMARKS

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	<i>Design Only</i> 	97389752 29-APR-2022	---	Pending	Syneos Health, LLC
2.	SYNEOS HEALTH	90702195 11-MAY-2021	6686548 29-MAR-2022	Registered	Syneos Health, LLC
3.	SPHERICO	90493177 27-JAN-2021	6564420 16-NOV-2021	Registered	Syneos Health, LLC
4.	SYNEOS ONE	88679042 04-NOV-2019	6068869 02-JUN-2020	Registered	Syneos Health, LLC
5.	PATIENTPULSE 	88470549 12-JUN-2019	6273546 16-FEB-2021	Registered	Syneos Health, LLC
6.	DYNAMIC ASSEMBLY	88450697 29-MAY-2019	5975600 04-FEB-2020	Registered	Syneos Health, LLC
7.	BIOPHARMACEUTIC AL ACCELERATION MODEL	88428831 14-MAY-2019	6093742 07-JUL-2020	Registered	Syneos Health, LLC
8.	BAM	88428843 14-MAY-2019	6161365 29-SEP-2020	Registered	Syneos Health, LLC
9.	PRERISK	88342306 15-MAR-2019	6267294 09-FEB-2021	Registered	Syneos Health, LLC
10.	SPEAK PEOPLE 	88136353 28-SEP-2018	5750795 14-MAY-2019	Registered	Syneos Health, LLC
11.	SPEAK PEOPLE	88136359 28-SEP-2018	5750796 14-MAY-2019	Registered	Syneos Health, LLC
12.	CADENT MEDICAL COMMUNICATIONS	87784825 05-FEB-2018	5731076 23-APR-2019	Registered	Syneos Health US, Inc.

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
					
13.	SYNEOS HEALTH 	87717521 12-DEC-2017	5814321 23-JUL-2019	Registered	Syneos Health, LLC

SCHEDULE II

PATENTS

Title	Application Number	Application Date	Patent Number	Grant Date	Owner
Clinical trial protocol portal	17364050	2021-06-30	---	---	Syneos Health, LLC
Variable copay system	17333151	2021-05-28	---	---	Syneos Health, LLC

Schedule II

#96309677v4

RECORDED: 12/19/2022

**TRADEMARK
REEL: 007993 FRAME: 0297**