

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC Bank USA		10/28/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	Medidata Solutions, Inc.		
Street Address:	350 Hudson Street		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5164856	SHYFT ANALYTICS	
Registration Number:	5164858	SHYFT ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
Address Line 1:	1301 MCKINNEY STREET		
Address Line 4:	HOUSTON, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	1001059902		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	10/30/2019		
Total Attachments: 4			
source=Release_of_SHYFT_TM_Security_Agreement_HSBC_Medidata_1001059902#page1.tif			
source=Release_of_SHYFT_TM_Security_Agreement_HSBC_Medidata_1001059902#page2.tif			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated October 28, 2019 (the "Release"), is made by HSBC BANK USA, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") and as an issuing bank under the Credit Agreement (as defined below) in favor of MEDIDATA SOLUTIONS, INC. (the "Company").

WHEREAS, the Company entered into that certain (i) Credit Agreement, dated as of December 21, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, the lenders party thereto and the Administrative Agent, (ii) Pledge and Security Agreement, dated as of December 21, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Company and each other grantor party from time to time thereto in favor of the Administrative Agent and (iii) Trademark Security Agreement, dated as of July 20, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Trademark Security Agreement", and together with the Credit Agreement and the Pledge and Security Agreement, the "Agreements"), made by the Company in favor of the Administrative Agent, pursuant to which the Company granted a continuing security interest (the "Security Interest") in all of the Trademark Collateral (as defined in the Trademark Security Agreement), all to the extent set forth in the Agreements;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on July 24, 2018 at reel/frame 006388/0767; and

WHEREAS, the Administrative Agent has agreed to release the Security Interest in the Trademark Collateral, including with respect to the certain trademark registrations and trademark applications set forth on the attached Schedule A (the "Specified Trademarks") and has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Administrative Agent hereby agrees as follows:

SECTION 1. Release of Security Interest. The Administrative Agent hereby releases its Security Interest held in the Trademark Collateral (including with respect to the Specified Trademarks) and hereby (i) terminates all its rights, powers, privileges and remedies under the Agreements with respect to the Trademark Collateral (including with respect to the Specified Trademarks), (ii) re-conveys, re-transfers, re-assigns and sets over to the Company any right, title or interest that the Administrative Agent may have acquired in the Trademark Collateral (including with respect to the Specified Trademarks), together with all the goodwill associated therewith, and (iii) releases the Company from all covenants, obligations, liabilities and warranties under the Agreements related to the Trademark Collateral (including with respect to the Specified Trademarks).

SECTION 2. Recordation. This Release has been executed and delivered by the Administrative Agent for the purpose of releasing the Security Interest of the Administrative

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Agent in the Trademark Collateral with the USPTO. The Administrative Agent hereby authorizes the Company, or the Company's authorized representative or designee, to record this Release with the USPTO.

SECTION 3. Further Assurances. The Administrative Agent hereby agrees to duly execute and deliver to the Company (or its designees) any further documents and to do such other acts that the Company (or their respective agents or designees) reasonably request, at the Company's sole cost and expense, in order to confirm this Release and the Company's right, title and interest in the Trademark Collateral.

SECTION 4. Counterparts. This Release may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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HSBC BANK USA, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: *Christina*
Title: *AVP*

SCHEDULE A

Specified Trademarks

U.S. Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SHYFT ANALYTICS	5164856	3/21/2017
SHYFT logo	5164858	3/21/2017

Pending U.S. Trademark Applications

None.