

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAREXEL INTERNATIONAL CORPORATION		02/04/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	101 N. TRYON STREET, MAIL CODE: NC1-001-05-45		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6099082	PAREXEL	
Registration Number:	4059348	HEALTH ADVANCES	
Serial Number:	87765424	PRXL	
Serial Number:	90453981	WITH HEART	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1323563 TM IPSA		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	02/04/2021		
Total Attachments: 5			

OP \$115.00 6099082

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2021 (this “Agreement”), by and among PAREXEL INTERNATIONAL CORPORATION, a Massachusetts corporation (the “Grantor”), and Bank of America, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit and Guaranty Agreement, dated as of September 29, 2017 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of May 14, 2020, that certain Amendment No. 2 to Credit Agreement, dated as of December 18, 2020, that certain Amendment No. 3 to Credit Agreement, dated as of February 4, 2021, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Parexel International Holding Limited (formerly known as West Street Holdings III Limited) (“UK Holdings”), the Grantor, Parexel International Corporation Ltd. (formerly known as West Street Intermediate Holdings Limited), as UK Intermediate Holdings, the Additional Revolving Borrowers and the other Subsidiaries of UK Holdings from time to time party thereto, Bank of America, N.A., as Administrative Agent, and each lender from time to time party thereto and (b) the U.S. Security Agreement dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among Merger Sub, which upon effectiveness of the Acquisition was merged with and into the Target, U.S. Holdings, U.S. Intermediate Holdings, the U.S. Subsidiary Guarantors from time to time party thereto, U.K. Holdings, U.K. Intermediate Holdings and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Authorization. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

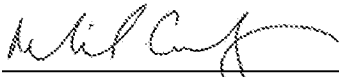
SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

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

PAREXEL INTERNATIONAL
CORPORATION, as Grantor

By 
Name: Michael F. Crowley, III
Title: President

BANK OF AMERICA, N.A., as Collateral
Agent

By: 
Name: Angela Larkin
Title: Vice President

Schedule I

U.S. Federal Trademark Registrations and Applications

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
PAREXEL	88488545	25 Jun 2019	6099082	14 Jul 2020	Parexel International Corporation
HEALTH ADVANCES	85274357	23 Mar 2011	4059348	22 Nov 2011	Parexel International Corporation
PRXL	87765424	22 Jan 2018			Parexel International Corporation
WITH HEART	90453981	07 Jan 2021			Parexel International Corporation