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03-17-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

02-15-2000

U.S. Patent & TMOs/TM Mail Rpt Dt. #57



101292775

Send original documents or copy thereof.

1. Name of conveying party(ies):

SCP Communications, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 29, 1999

2. Name and address of receiving party(ies)

Name: The Northern Trust Company, as agent

Internal Address: _____

Street Address: 50 S. LaSalle

City: Chicago State: IL ZIP: 60675

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,999,954
2,026,680

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

03/17/2000 DC0ATES 00000057 1999954

DO NOT USE THIS SPACE

01 FF:481 40.00 OP
02 FF:482 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

1/28/00

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioners of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002035 FRAME: 0779

AMENDED AND RESTATED AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of September 9, 1998 among SCP COMMUNICATIONS, INC. ("SCP") and PRR, INC. ("PRR") and CM PUBLISHING LIMITED PARTNERSHIP (d/b/a Cliggott Publishing Co. and Cliggott Communications) ("Cliggott") (collectively, the "Grantors") and THE NORTHERN TRUST COMPANY (the "Agent");

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Revolving Credit Agreement, dated as of September 9, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Grantors, the various financial institutions (individually a "Lender" and collectively the "Lenders") as are or may from time to time become, parties thereto and the Agent, the Lenders have extended a Commitment to make Loans to the Grantors; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered an Amended and Restated Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Loans under the Credit Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations under the Credit Agreement (the "Secured Obligation"); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, this Agreement amends and restates that certain Agreement (Trademark) dated as of August 14, 1998 among SCP, PRR and Agent in its entirety;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to

the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations under the Credit Agreement, the Grantors do hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of all Commitments, the Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement 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.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SCP COMMUNICATIONS, INC.

By: *Maurice Petilli*
Title: CEO

PRR, INC.

By: *Maurice Petilli*
Title: TREASURER

134 West 29th Street
New York, NY 10001-5399
Attention: Chief Financial Officer
Telephone: (212) 631-1600
Facsimile: (212) 629-3760

CM PUBLISHING LIMITED PARTNERSHIP
(d/b/a Cliggott Publishing Co. and Cliggott
Communications)

By: CM PUBLISHING ACQUISITION, INC.,
its general partner

By: *Maurice Petilli*
Title: CEO (TREASURER)

55 Holly Hill Lane
Greenwich, Connecticut 06831-0010

Attention: _____
Telephone: _____
Facsimile: _____

THE NORTHERN TRUST COMPANY

By: Don Glen

Title: 2nd Vice President

50 South LaSalle Street

Chicago, Illinois 60675

Attention: Jamie Altholz

Telephone: (312) 444-4173

Facsimile: (312) 444-7028

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TRADEMARK
REEL: 002035 FRAME: 0785

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York)) ss.
COUNTY OF New York)

On this 9th day of September, 1998 before me personally appeared Marianne Pistilli, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, as Chief Financial Officer of SCP Communications, Inc., on behalf of SCP Communications, Inc., PRR, Inc. and CM Publishing Acquisition, Inc. who being by me duly sworn did depose and say that she is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations authorized by its respective Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporations.

{seal}

Carmen Maria Acosta
Notary Public

CARMEN MARIA ACOSTA
Notary Public, State of New York
No. 03-4638047
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Aug. 31, 2000

EXHIBIT A
to
TRADEMARK
ASSIGNMENT

ASSIGNED TRADEMARKS

Trademark Name: Premier Research

Serial Number: 75-003376
Registration No.: 1999954
Registration Date: September 10, 1996
Goods/Services: Medical research on a contracting basis in the
pharmaceutical and medical device fields
(International Class: 36; US Class: 100, 101,
102)

Trademark Name: Premier Research Worldwide

Serial Number: 75-002279
Registration No.: 2026680
Registration Date: December 31, 1996
Goods/Services: Medical research on a contracting basis in the
pharmaceutical and medical device fields
(International Class: 42; US Class: 100, 101)



02-15-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #57

WINSTON & STRAWN

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

444 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2911

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

(312) 558-6352

January 27, 2000

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: Northern Trust/SCP Communications

Dear Commissioner:

Enclosed is an Amended and Restated Trademark Agreement together with a check in the amount of \$65.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,

WINSTON & STRAWN

Laura L. Konrath
Senior Legal Assistant

LLK:kaj
Enclosures

RECORDED; 02/15/2000

TRADEMARK
REEL: 002035 FRAME: 0788