

Form **PTO-1594** (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
 U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 PRA International, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: Wells Fargo Bank, National Association, as Administrative Agent
 Internal
 Address: _____

Street Address: 555 Montgomery Street, 17th Fl
 City: San Francisco State: CA Zip: 94111

Individual(s) citizenship _____
 Association National 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 23, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
Please see attached.

B. Trademark Registration No.(s) _____
Please see attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mark E. Miller, Esq.
 Internal Address: O'Melveny & Myers LLP
Embarcadero Center West

Street Address: 275 Battery Street


City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41)..... \$ 330.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500639

DO NOT USE THIS SPACE

9. Signature.
Mark E. Miller, Esq.  12.23.2003
 Name of Person Signing Signature Date

Reg. No. 30401 Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$290.00 600639 7666674

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

U.S. Trademark Registrations:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PRA International, Inc.	PRA INTERNATIONAL	2,759,033	9/2/03

U.S. Trademarks Applications:

<u>Registered Owner</u>	<u>Trademark Application Description</u>	<u>Application Number</u>	<u>Application Date</u>
PRA International, Inc.	PRA CLINICAL DATA MANAGER	75/556,574	7/23/98
PRA International, Inc.	PRA SAFETY DATA MANAGER	75/524,271	7/23/98
PRA International, Inc.	PRA SAFETY DATA MANAGER	75/587,454	11/12/98
PRA International, Inc.	PRA TRIALS MANAGER	75/556,573	7/23/98
PRA International, Inc.	PRA TRIALS MANAGER	75/587,453	11/12/98
PRA International, Inc.	PRA IMAGE MANAGER	75/587,456	11/12/98
PRA International, Inc.	PRA IMAGE MANAGER	75/587,457	11/12/98
PRA International, Inc.	PRA E-TMF	78/058,619	4/16/01
PRA International, Inc.	PRA Electronic Trial Master File	78/058615	4/16/01
PRA International, Inc.	PRA E-Dossier	78/058,608	4/16/01

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PRA INTERNATIONAL, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, PRA International, Inc., a Delaware corporation ("**Company**"), has entered into an Amended and Restated Credit Agreement dated as of December 23, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") BNP Paribas and GE Capital Corporation, as Co-Documentation Agents, Wachovia Bank, National Association, as Syndication Agent and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of December 23, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral**"):**

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for

thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 23rd day of December, 2003.

PRA INTERNATIONAL, INC.

By: 
Name: J.M. Bomb
Title: SVP + CFO

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

U.S. Trademark Registrations:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PRA International, Inc.	PRA INTERNATIONAL	2,759,033	9/2/03

U.S. Trademarks Applications:

<u>Registered Owner</u>	<u>Trademark Application Description</u>	<u>Application Number</u>	<u>Application Date</u>
PRA International, Inc.	PRA CLINICAL DATA MANAGER	75/556,574	7/23/98
PRA International, Inc.	PRA SAFETY DATA MANAGER	75/524,271	7/23/98
PRA International, Inc.	PRA SAFETY DATA MANAGER	75/587,454	11/12/98
PRA International, Inc.	PRA TRIALS MANAGER	75/556,573	7/23/98
PRA International, Inc.	PRA TRIALS MANAGER	75/587,453	11/12/98
PRA International, Inc.	PRA IMAGE MANAGER	75/587,456	11/12/98
PRA International, Inc.	PRA IMAGE MANAGER	75/587,457	11/12/98
PRA International, Inc.	PRA E-TMF	78/058,619	4/16/01
PRA International, Inc.	PRA Electronic Trial Master File	78/058615	4/16/01
PRA International, Inc.	PRA E-Dossier	78/058,608	4/16/01