

4/28/04

05-01-2004

FORM PTO-1594 R
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102737079

To the Honorable Commissioner of Patents and Trademarks. Attached original documents or copy thereof.

1. Name of conveying party(ies): **INC Research, INC.**
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: **HA155**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

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

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

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State-Delaware
 Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

Execution Date: **March 11, 2004**

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

| A. Trademark Application No.(s) | B. Trademark No.(s) |
|---------------------------------|---------------------|
| | 2,776,842 |
| | 2,775,548 |
| | 2,775,547 |
| | 2,775,546 |
| | 2,570,877 |
| | 2,779,539 |

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: **Loan Documentation HA155**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **Ca** ZIP: **95054**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41): **\$165**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

4/14/04
Date

04/30/2004 6TON11 00000020 2776842 Total number of pages including cover sheet, attachments, and document:
01 FC:8521 40.00 OP
02 FC:8522 125.00 OP
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002961 FRAME: 0148

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 11, 2004 by and between SILICON VALLEY BANK ("Bank") and INC RESEARCH, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this

Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

4700 Falls of Neuse Road
Suite 400
Raleigh, North Carolina 27609

INC RESEARCH, INC.

By:  _____

Name: David E. Williams

Title: President and Chief Financial
Officer

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054

SILICON VALLEY BANK

By: _____

Name

Title

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INC RESEARCH, INC.

4700 Falls of Neuse Road
Suite 400
Raleigh, North Carolina 27609

By: _____
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, California 95054

By: William R. Yang
Name WILLIAM L. YANG
Title VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

SVB_INC Research (IP Security Agreement) (2).DOC SVB/INC Research (IP Sec Ag)
March 5, 2004 2:02 PM

EXHIBIT C

Trademarks

Description

DATASPECTRUM - China, class 42

DATASPECTRUM - Canada, class 42

DATASPECTRUM - Czech Republic, class 44

DATASPECTRUM - Hong Kong, class 42

DATASPECTRUM - Japan, class 42

DATASPECTRUM - Singapore, class 42

DATASPECTRUM - Russian Federation, class 9, 42

DATASPECTRUM - Switzerland, classes 42

✓ DATASPECTRUM - United States of America, class 42

✓ INC CNS - United States of America, class 42

✓ INC DATA - United States of America, class 42

✓ INC ONCOLOGY - United States of America, class 42

INC RESEARCH - Czech Republic, classes 9, 44 Address corrected
Jan 2004

INC RESEARCH - Singapore, classes 9
class 42 pending

INC RESEARCH - Switzerland, classes 9, 42

✓ INC RESEARCH - United States of America, classes 41, 42

INC RESEARCH (stylized) - Czech Republic, classes 9, 44 Address
corrected Jan 2004

QUERY - Czech Republic, classes 9, 44

QUERY - Switzerland, classes 9, 42

QUICKSTART - Czech Republic, class 42

**Registration/
Application
Number**

3408029/Registered
no. pending

1141876 Registered/
TMA597244

181934/ Registered
255018

193402002/
Registered
B13883/2003

Registered
4703546

T02/19607A/
Registered
T02/19607A

2002724349
Registered 254247,
47342002/

Registered
503 691

78/095,337/
Registered 2,776,842 ✓

78136398/
Registered
2,775,548 ✓

78136396/
Registered 21 Oct
2003 2,775,547 ✓

78147430/
Registered 2,779,539 ✓
- 42

181932/ Registered
255016 - 9, 44

T02/19290D
Registered &
T02/19291B

503952002
78136381/

Registered 21 Oct
2003 - 2,775,546 ✓

181931/ Registered
255015

181933/Registered
255017

503942002/
Registered 509060

181930/Registered
253523

QUICKSTART - Switzerland, class 42

SYNAPSE - Czech Republic, classes 9, 44

SYNAPSE - European Community, classes 9, 41, 42

SYNAPSE - Russian Federation, class 9, 42

✓ TANISTRY - United States of America

50392 2002/

Registered 508758

181929/ 255729

Registered

2763258/ **Registered**

2002724346/

Registered no.

pending

76078539/ **registered**

2570877 ✓

EXHIBIT D

Mask Works

NONE