

06-24-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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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): QUINTILES TRANSNATIONAL CORP. 6.15.04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Citicorp North America,
Internal Address: as Collateral Agent
Street Address: 390 Greenwich Street
City: New York State: NY Zip: 10013
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State New York Banking Corporation
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 Trademark Security Agreement
Execution Date: 06/10/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78-346,065
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sera-Ann Zampty
Internal Address: Corporation Service
Company
Street Address: 1133 Avenue of the Americas
City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
James P. Murphy
Name of Person Signing

Signature (Handwritten)

June 11, 2004
Date

Total number of pages including cover sheet, attachments, and document: 5

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



06-15-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #11

TRADEMARK REEL: 002997 FRAME: 0367

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2004, by and between QUINTILES TRANSNATIONAL CORP., a North Carolina corporation, (the "Grantor"), and CITICORP NORTH AMERICA, INC., in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, the Grantor has, pursuant to that certain security agreement dated as of September 25, 2003 (the "Security Agreement"), granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor, in, to and under the Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance in full when due of the Obligations; and

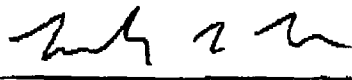
WHEREAS, the Grantor and the Collateral Agent wish to further memorialize the security interest described above as it relates to the pending U.S. federal Trademark identified in Schedule A, attached hereto, and incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Collateral Agent a security interest in and lien on in all of its right, title and interest in the Trademark identified in Schedule A attached hereto, as collateral security for the payment and performance in full when due of the Obligations. The Grantor and the Collateral Agent hereby acknowledge and agree that the security interest in the Trademark identified in the attached Schedule A is not to be construed as an assignment of such Trademark.

(Signature page follows)

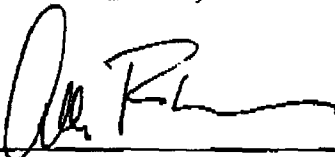
IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

QUINTILES TRANSNATIONAL CORP.

By: 
Name: BEVERLY RUBIN MOYER
Title: SENIOR VICE PRESIDENT, DEPUTY
GENERAL COUNSEL

Acknowledged and Agreed:

CITICORP NORTH AMERICA, INC.

By: 
Name: ALLEN FISHER
Title: VICE PRESIDENT

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+212 723 8547

Jun-11-2004 02:51pm From-CITIGROUP

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina)

COUNTY OF Durham)

ss.

On this 10th day of June, 2004 before me personally appeared Beverly
Reubin Moyer, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of QUINTILES TRANSNATIONAL CORP.,
who being by me duly sworn did depose and say that he is an authorized officer of said
corporation, that the said instrument was signed on behalf of said corporation as authorized by its
Board of Directors and that he acknowledged said instrument to be the free act and deed of said
corporation.

Maureen A. Sherwood
Notary Public

{seal}

SCHEDULE A

United States Trademark Application:

Owner	Application Number	Filing Date	Exp. Date	Mark
Quintiles Transnational Corp.	78-346,065	12/29/03	N/A	ONE PARTNER

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