OP \$215.00 26302;

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PharmaNet, Inc.		12/22/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	company organized under the laws of Switzerland:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2630227	EXPERIENCE YOU CAN TRUST
Serial Number:	76154865	IBIS
Registration Number:	2656154	MEDEX
Registration Number:	2676909	MEDEX
Registration Number:	2535459	PHARMANET
Registration Number:	2614234	PHARMANET
Serial Number:	76302977	PHARMASOFT
Registration Number:	2671057	WEBSYS

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

Email: ksolomon@stblaw.com

Correspondent Name: Robyn Rahbar, Esq

Address Line 1: Simpson Thacher & Bartlett LLP

TRADEMARK REEL: 003006 FRAME: 0049

900017825

Address Line 2: 425 Lexington Avenue Address Line 4: new york, NEW YORK 10017		
NAME OF SUBMITTER:	Robyn Rahbar	
Signature:	/rr/	
Date:	01/11/2005	
Total Attachments: 6 source=PHARMA_S#page1.tif source=PHARMA_S#page2.tif source=PHARMA_S#page3.tif source=PHARMA_S#page4.tif source=PHARMA_S#page5.tif source=PHARMA_S#page6.tif		

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 22, 2004, by SFBC INTERNATIONAL, INC. (the "Borrower") and each Guarantor listed on <u>Schedule II</u> hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, PLEDGORS are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:
 - (i) Trademarks of such Pledgor listed on Schedule I attached hereto;
 - (ii) all Goodwill associated with such Trademarks; and
 - (iii) all Proceeds of any and all of the foregoing (other than Excluded Property).
- Section 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.
- Section 4. <u>Termination</u>. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

SFBC INTERNATIONAL,

PHARMANET, INC.

Name: John P. Hamill

Title: Vice President and Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By: _____

Title:

e: Director
Banking Products
Servic US

Winter V. Sair.

By: _____

Title:

Joselin Fernandes Associate Director Benking Products Services, US

[Signature Page to Trademark Security Agreement]

SCHEDULE I

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TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER		COUNTRY	TRADEMARK
PharmaNet, Inc.	NUMBER	TIC	EVERNENCE
Pharmanet, Inc.	2,630,227	US	EXPERIENCE
PharmaNet, Inc.	76/154,865	US	YOU CAN TRUST IBIS
PharmaNet, Inc.	2,656,154	US	· · · · · ·
PharmaNet, Inc.	2,676,909	US	MEDEX (Stational)
PharmaNet, Inc.			MEDEX (Stylized)
PharmaNet, Inc.	App 3478534	European Union	PHARMANET
PharmaNet, Inc.	App 2004-039114	Japan	PHARMANET
PharmaNet, Inc.	16566	New Jersey	PHARMANET
	2,910,689	Pennsylvania	PHARMANET
PharmaNet, Inc.	App 01399/2004	Switzerland	PHARMANET
PharmaNet, Inc.	2,535,459	US	PHARMANET
PharmaNet, Inc.	2,614,234	US	PHARMANET &
DI NI I	5000		Design
PharmaNet, Inc.	703850	Australia	PHARMASOFT
PharmaNet, Inc.	573737	Benelux	PHARMASOFT
PharmaNet, Inc.	819321370	Brazil	PHARMASOFT
PharmaNet, Inc.	517 988	Canada	PHARMASOFT
PharmaNet, Inc.	189 646	Columbia	PHARMASOFT
PharmaNet, Inc.	128 269	Greece	PHARMASOFT
PharmaNet, Inc.	B5129/1998	Hong Kong	PHARMASOFT
PharmaNet, Inc.	650649	International	PHARMASOFT
		Registration	
PharmaNet, Inc.	170490	Ireland	PHARMASOFT
PharmaNet, Inc.	4068192	Japan	PHARMASOFT
PharmaNet, Inc.	271 927	New Zealand	PHARMASOFT
PharmaNet, Inc.	271 928	New Zealand	PHARMASOFT
PharmaNet, Inc.	271 929	New Zealand	PHARMASOFT
PharmaNet, Inc.	3028/96	Singapore	PHARMASOFT
PharmaNet, Inc.	97/01009	South Africa	PHARMASOFT
PharmaNet, Inc.	97/01010	South Africa	PHARMASOFT
PharmaNet, Inc.	97/01011	South Africa	PHARMASOFT
PharmaNet, Inc.	258 587	Sweden	PHARMASOFT
PharmaNet, Inc.	2,056,014	United Kingdom	PHARMASOFT
PharmaNet, Inc.	76/302,977	US	PHARMASOFT
PharmaNet, Inc.	6049/1994	Denmark	PHARMASOFT &
			Design
PharmaNet, Inc.	179 275	European Union	PHARMASOFT &
			Design
PharmaNet, Inc.	133 223	Finland	PHARMASOFT &
			Design
PharmaNet, Inc.	2900096	Germany	PHARMASOFT &
			Design

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
PharmaNet, Inc.	197343	Norway	PHARMASOFT & Design
PharmaNet, Inc.	97/01425	South Africa	PHARMASOFT & Design
PharmaNet, Inc.	97/01426	South Africa	PHARMASOFT & Design
PharmaNet, Inc.	97/01427	South Africa	PHARMASOFT & Design
PharmaNet, Inc.	425366	Switzerland	PHARMASOFT & Design
PharmaNet, Inc.	2,057,555	United Kingdom	PHARMASOFT & Design
PharmaNet, Inc.	2,671,057	US	WEBSYS

Trademark Applications:

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK

SCHEDULE II

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TRADEMARK SECURITY AGREEMENT ORIGINAL GUARANTORS

NAME	ADDRESS
SFBC International, Inc.	11190 Biscayne Boulevard
	Miami, Florida 33181
PharmaNet, Inc.	504 Carnegie Center
	Princeton, New Jersey 08540

RECORDED: 01/11/2005