

09-19-2006

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



RECORDATION FOR

TRADEMARK 103308681

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

INVERESK RESEARCH INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 08/16/2006

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: UBS AG, STAMFORD BRANCH, as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 677 Washington Blvd.

City: Stamford

State: Connecticut

Country: U.S.A. Zip: 06901

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_

☒ Other Banking Assocn. Citizenship \_\_\_\_\_  
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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1909500; 2531487; 2551822; 2554932

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Daichi Ito c/o Latham & Watkins LLP

Internal Address: \_\_\_\_\_

Street Address: 633 West Fifth St. Suite 4000

City: Los Angeles

State: California Zip: 90071-2007

Phone Number: (213)485-1234

Fax Number: (213)891-8763

Email Address: daichi.ito@lw.com

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

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

00000013 1909500

40.00 DP  
75.00 DP

**9. Signature:**

Signature

09/13/2006

Date

Daichi Ito, Paralegal of Latham & Watkins LLP

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003397 FRAME: 0907

# Trademark Security Agreement

**Trademark Security Agreement**, dated as of August 16, 2006, by KENDLE INTERNATIONAL INC., an Ohio corporation, INVERESK RESEARCH INC., a Delaware corporation, and CHARLES RIVER LABORATORIES CLINICAL SERVICES INC., a North Carolina corporation (individually, a "Pledgor", and, collectively, 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, the Pledgors are party to a Security Agreement dated as of August 16, 2006 (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 the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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. Grant of Security Interest in Trademark Collateral. 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:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. 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 Collateral Agent 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. Termination. Upon termination of the Security Agreement in accordance with the terms thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors 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.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[signature page follows]


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

Very truly yours,


KENDLE INTERNATIONAL INC.

By:   
Name: Karl Brenkert III  
Title: Chief Financial Officer

INVERESK RESEARCH INC.

By:   
Name: Karl Brenkert III  
Title: Vice President

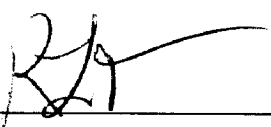
CHARLES RIVER LABORATORIES CLINICAL  
SERVICES INC.

By:   
Name: Karl Brenkert III  
Title: Vice President

*Signature page to Trademark Security Agreement*

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Collateral Agent

By:   
Name: Richard L. Tavrow  
Title: Director

By:   
Name: Irja R. Otsa  
Title: Associate Director

*(Trademark Security Agreement)*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Kendle Interna- tional Inc.	2826777	Design (Wedge)
Kendle Interna- tional Inc.	2557313	eKENDLECOLLEGE X Design
Kendle Interna- tional Inc.	75626651	HEALTH CARE IN- NOVATIONS
Kendle Interna- tional Inc.	2077521	KENDLE X Design
Kendle Interna- tional Inc.	2387664	KENDLE COLLEGE X Design
Kendle Interna- tional Inc.	2240397	OFFICIAL KENDLE WEDGEWEAR
Kendle Interna- tional Inc.	2065270	REAL PEOPLE REAL RESULTS
Kendle Interna- tional Inc.	2411540	THE CME ALLI- ANCE
Kendle Interna- tional Inc.	2166126	TRIAL BASE
Kendle Interna- tional Inc.	2312969	TRIAL FAX
Kendle Interna- tional Inc.	2068391	TRIAL LINE
Kendle Interna- tional Inc.	2155148	TRIAL VIEW
Kendle Interna- tional Inc.	2160751	TRIAL WARE
Kendle Interna- tional Inc.	2729538	TRIAL WEB
Inveresk Research Inc.	1909500	CLINTRIALS RESEARCH INC.
Inveresk Research Inc.	2531487	CTRANSMIT

Inveresk Research Inc.	2551822	CTRANSMIT WEB
Inveresk Research Inc.	2554932	CTRANSMIT FAX
CharlesRiver Laboratories Clinical Services Inc.	2476660	PHARMATRACE
CharlesRiver Laboratories Clinical Services Inc.	2555484	PHARMARESEARCH & DESIGN
CharlesRiver Laboratories Clinical Services Inc.	2107328	PHARMARESEARCH CORPORATION
CharlesRiver Laboratories Clinical Services Inc.	2107407	BRINGING SCIENCE TO DEVELOPMENT

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