

10-13-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/200)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

KENDLE INTERNATIONAL INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Ohio
☐ 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)

2826777 (SEE ATTACHED SCHEDULE I FOR REMAINDER)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
REFERENCE DOCUMENT ID - 103308682 (SEE ATTACHED)

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:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365

- ☐ 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 _____

9. Signature:

Daichi Ito

Signature

10/11/2006

Date

Daichi Ito, Paralegal of Latham & Watkins LLP

Name of Person Signing

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

12

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: 003408 FRAME: 0634

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

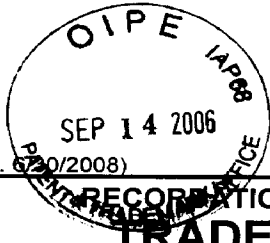
UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Kendle International Inc.	2826777	Design (Wedge)
Kendle International Inc.	2557313	eKENDLECOLLEGE X Design
Kendle International Inc.	75626651	HEALTH CARE IN- NOVATIONS
Kendle International Inc.	2077521	KENDLE X Design
Kendle International Inc.	2387664	KENDLE COLLEGE X Design
Kendle International Inc.	2240397	OFFICIAL KENDLE WEDGEWEAR
Kendle International Inc.	2065270	REAL PEOPLE REAL RESULTS
Kendle International Inc.	2411540	THE CME ALLI- ANCE
Kendle International Inc.	2166126	TRIAL BASE
Kendle International Inc.	2312969	TRIAL FAX
Kendle International Inc.	2068391	TRIAL LINE
Kendle International Inc.	2155148	TRIAL VIEW
Kendle International Inc.	2160751	TRIAL WARE
Kendle International 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

1713964.2



09-19-2006

DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARK REGISTRATION NO. 103308682

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):

KENDLE INTERNATIONAL INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Ohio
☐ 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)

2826777 (SEE ATTACHED SCHEDULE I FOR REMAINDER)

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:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365

- ☐ 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 _____

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: 9

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: 003408 FRAME: 0637

SCHEDULE I**TRADEMARK REGISTRATIONS OF KENDLE INTERNATIONAL INC.**

OWNER	REGISTRATION NUMBER
Kendle International Inc.	2826777
Kendle International Inc.	2557313
Kendle International Inc.	75626651
Kendle International Inc.	2077521
Kendle International Inc.	2387664
Kendle International Inc.	2240397
Kendle International Inc.	2065270
Kendle International Inc.	2411540
Kendle International Inc.	2166126
Kendle International Inc.	2312969
Kendle International Inc.	2068391
Kendle International Inc.	2155148
Kendle International Inc.	2160751
Kendle International Inc.	2729538

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.

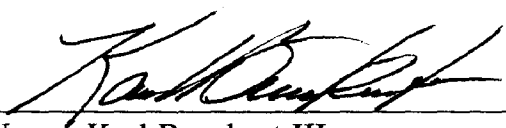
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[signature page follows]

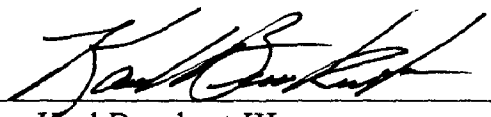
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

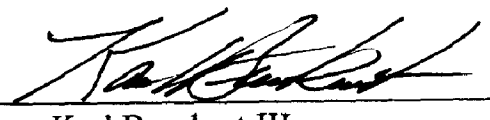
KENDLE INTERNATIONAL INC.

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

TRADEMARK
REEL: 003408 FRAME: 0641


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)