

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
East Coast Ventures, LLC		04/13/2007	LIMITED LIABILITY COMPANY: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Interactive Research, LLC		
<b>Street Address:</b>	24 Arnett Avenue, Suite 101		
<b>City:</b>	Lambertville		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08530		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2495173	INTERACTIVE RESEARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)450-8499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-450-8400		
<b>Email:</b>	John.Wilson@hellerehrman.com		
<b>Correspondent Name:</b>	John C. Wilson, Heller Ehrman LLP		
<b>Address Line 1:</b>	4350 La Jolla Village Drive		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92122		
<b>ATTORNEY DOCKET NUMBER:</b>	39928-0006		
<b>NAME OF SUBMITTER:</b>	John C. Wilson		
<b>Signature:</b>	/john c. wilson/		
<b>Date:</b>	04/17/2007		

CH \$40.00 2495173

Total Attachments: 4

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made effective as of April 13, 2007, by East Coast Ventures, L.L.C., a Maryland limited liability company ("Assignor"), to Interactive Research, L.L.C., a Maryland limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is the owner of certain trademarks and/or service marks; and

WHEREAS, Assignor is the sole member of Assignee; and

WHEREAS, Assignee and INC Research, Inc., a Delaware corporation ("INC"), are parties to an Asset Purchase Agreement, to be executed on or around April 16, 2007 (the "Purchase Agreement"), pursuant to which Assignee has agreed to sell to INC and INC has agreed to buy from Assignee the Purchased Assets (as defined in the Purchase Agreement), including, without limitation, the trademarks, service marks, trade dress, logos, trade names and corporate names, whether or not registered, set forth on Exhibit A attached hereto, and all of the goodwill associated therewith and all common law rights and registrations and applications for registration thereof (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor's entering into this Assignment is necessary for Assignee to enter into and complete the transactions contemplated by the Purchase Agreement; and

WHEREAS, Assignor will derive material benefit as a result of the consummation of the Purchase Agreement and the transactions contemplated thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee the Assigned Trademarks and all of Assignor's right, title and interest in and to the Assigned Trademarks, including all common law rights therein, applications to register therefor, together with the goodwill of the business symbolized by the Assigned Trademarks and all claims for damages by reason of past infringements of the Assigned Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Assignor authorizes the Commissioner of Patents and Trademarks of the United States of America, and the empowered officials of all other governments to issue, assign, and otherwise transfer all of the Assigned Trademarks to Assignee, as assignee thereof, or otherwise as Assignee may direct.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States or in any foreign country for trademark registrations or other forms of protection for the Assigned Trademarks and to prosecute such applications, as well as to claim and receive the benefit of the

right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization. Whenever necessary or desirable, Assignor agrees to review and execute and cause the appropriate persons to execute any or all documents to give effect to this provision.

3. Further Assurances. Assignor covenants and agrees that, at the cost and request of Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.

4. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. Cooperation. Assignor shall use Assignor's best efforts to cooperate fully with Assignee and shall retain and give Assignee complete access to all of Assignor's relevant books and records and make all relevant personnel available as witnesses in connection with any litigation or enforcement efforts relating to the Assigned Trademarks. As part of such cooperation, Assignee may join Assignor as a party if the need arises.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Counterparts. This instrument may be executed by the parties hereto in separate counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.


*[Signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.


**ASSIGNOR:**

**EAST COAST VENTURES, L.L.C.**  
a Maryland limited liability company

By: Corrado Family Limited Partnership  
Its: Member

  
By: Michael L. Corrado, M.D.  
Its: General Partner

By: H.F. Solomon Family Limited  
Partnership  
Its: Member

  
By: Howard F. Solomon, Ph.D.  
Its: General Partner

**ACKNOWLEDGED AND ACCEPTED:**

**ASSIGNEE:**

**INTERACTIVE RESEARCH, L.L.C.**  
a Maryland limited liability company

By: 

Name: Howard Solomon  
Title: Partner + CO

**SIGNATURE PAGE TO  
ASSIGNMENT OF TRADEMARKS**

**TRADEMARK  
REEL: 003524 FRAME: 0247**

**EXHIBIT A**

**INTERACTIVE RESEARCH, L.L.C.  
LIST OF TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Class of Goods</u></b>	<b><u>Status</u></b>
INTERACTIVE RESEARCH	76/016180	2495173	Class 38	