

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interactive Research, LLC		04/16/2007	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	INC Research, Inc.		
Street Address:	4700 Falls of Neuse Road, Suite 400		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2495173	INTERACTIVE RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	(858)450-8499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-450-8400		
Email:	John.Wilson@hellerehrman.com		
Correspondent Name:	John C. Wilson, Heller Ehrman LLP		
Address Line 1:	4350 La Jolla Village Drive		
Address Line 4:	San Diego, CALIFORNIA 92122		
ATTORNEY DOCKET NUMBER:	39928-0006		
NAME OF SUBMITTER:	John C. Wilson		
Signature:	/john c. wilson/		
Date:	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 16, 2007, by Interactive Research, L.L.C., a Maryland limited liability company ("Assignor"), to INC Research, Inc., a Delaware corporation ("Assignee").

RECITALS

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

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated April 16, 2007 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor 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 a material inducement for Assignee agreeing to enter into and complete the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, 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 Seller'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. Seller 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 is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof and 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:

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

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

INC RESEARCH, INC.
a Delaware corporation

By: _____

James T. Ogle
President and Chief Executive Officer

**SIGNATURE PAGE TO
ASSIGNMENT OF TRADEMARKS**

**TRADEMARK
REEL: 003524 FRAME: 0253**

EXHIBIT A

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

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