

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
Synteract, Inc.		09/02/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2775758	S
Registration Number:	2771811	S
Registration Number:	3163902	SYNCAPTURE
Registration Number:	2557364	SYNCODER
Registration Number:	2673314	SYNTERACT
Registration Number:	2718150	
Registration Number:	2718151	
Serial Number:	77483719	SHARED WORK - SHARED VISION
Serial Number:	77483709	S

CORRESPONDENCE DATA

Fax Number: (312)577-8034
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.577.8034
 Email: oscar.ruiz@kattenlaw.com
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

CH \$240.00 2775758

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-23
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	09/05/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 2nd day of September, 2008 by SYNTERACT, INC., a California corporation (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders parties to the Credit Agreement (defined below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor and Vince & Associates Clinical Research, Inc., a Delaware corporation (collectively, the “**Borrowers**”), the financial institutions party thereto from time to time (together with their respective successors and assigns, “**Lenders**”) and Grantee have entered into a certain Credit Agreement dated as of September 2, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith between Grantor, certain Affiliates of Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SYNERACT, INC., a California corporation

By: *Ellen Morgan*
Name: Ellen Morgan
Its: President and Chief Executive Officer

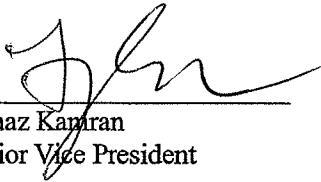
Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____

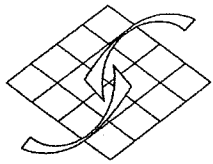



Name: Faraaz Kamran

Title: Senior Vice President



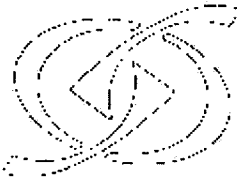
SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
S (DESIGN) 	2775758	10/21/03
S (DESIGN) 	2771811	10/27/03
SYNCAPTURE	3163902	10/24/06
SYNCODER	2557364	04/02/02
SYNTERACT	2673314	01/07/03
DESIGN ONLY 	2718150	05/20/03
DESIGN ONLY 	2718151	05/20/03

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
SHARED WORK - SHARED VISION	77483719	05/27/08

<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
S (DESIGN) 	77483709	05/27/08