

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																																	
NATURE OF CONVEYANCE:	SECURITY INTEREST																																	
CONVEYING PARTY DATA																																		
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CORRESPONDENCE DATA																																		
Fax Number: (212)969-2900 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																																		

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TRADEMARK
REEL: 003996 FRAME: 0736

Phone: (212) 969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: 1585 Broadway - Trademark File Room
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-044 (SEC AGREEMENT)
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NAME OF SUBMITTER:	Jenifer deWolf Paine
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Signature:	/Jenifer deWolf Paine/
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Date:	06/01/2009
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of May 29, 2009 by PharmaNet Development Group, Inc., a Delaware corporation (the “Borrower” or “Pledgor”), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of May 29, 2009 (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and the Collateral Agent hereby agree 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. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral of the Pledgor (collectively, the “Trademark Collateral”):

- (a) Trademarks of the Pledgor listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not extend to, and the term “Pledged Collateral” shall not include, any 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 the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. Termination. Section 10.4 of the Security Agreement is incorporated herein *mutatis mutandis*, as if a part hereof.

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.

PHARMANET DEVELOPMENT GROUP, INC.,
as Borrower and as Pledgor

By: 

Name: John Hamill

Title: Executive Vice President



Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: **E.J. Hess**
Title: **Managing Director**

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
PharmaNet Development Group, Inc.	2,630,227	US	EXPERIENCE YOU CAN TRUST
PharmaNet Development Group, Inc.	2,656,154	US	MEDEX
PharmaNet Development Group, Inc.	2,676,909	US	MEDEX (Stylized)
PharmaNet Development Group, Inc.	3478534	European Union	PHARMANET
PharmaNet Development Group, Inc.*	4917925	Japan	PHARMANET
PharmaNet Development Group, Inc.*	16566	New Jersey	PHARMANET
PharmaNet Development Group, Inc.*	2,910,689	Pennsylvania	PHARMANET
PharmaNet Development Group, Inc.	542451	Switzerland	PHARMANET & Design
PharmaNet Development Group, Inc.	2,535,459	US	PHARMANET
PharmaNet Development Group, Inc.	2,614,234	US	PHARMANET & Design
PharmaNet Development Group, Inc.	703850	Australia	PHARMASOFT

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
PharmaNet Development Group, Inc.	573737	Benelux	PHARMASOFT
PharmaNet Development Group, Inc.*	819321370	Brazil	PHARMASOFT
PharmaNet Development Group, Inc.	517988	Canada	PHARMASOFT
PharmaNet Development Group, Inc.	189 646	Colombia	PHARMASOFT
PharmaNet Development Group, Inc.*	128 269	Greece	PHARMASOFT
PharmaNet Development Group, Inc.*	B5129/1998	Hong Kong	PHARMASOFT
PharmaNet Development Group, Inc.	170490	Ireland	PHARMASOFT
PharmaNet Development Group, Inc.*	4068192	Japan	PHARMASOFT
PharmaNet Development Group, Inc.*	271 927	New Zealand	PHARMASOFT
PharmaNet Development Group, Inc.*	271 928	New Zealand	PHARMASOFT
PharmaNet Development Group, Inc.*	271 929	New Zealand	PHARMASOFT
PharmaNet Development Group, Inc.	T96/03028H	Singapore	PHARMASOFT
PharmaNet Development Group, Inc.*	97/01009	South Africa	PHARMASOFT

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
PharmaNet Development Group, Inc.*	97/01010	South Africa	PHARMASOFT
PharmaNet Development Group, Inc.*	97/01011	South Africa	PHARMASOFT
PharmaNet Development Group, Inc.*	258 587	Sweden	PHARMASOFT
PharmaNet Development Group, Inc.	2,056,014	United Kingdom	PHARMASOFT
PharmaNet Development Group, Inc.	3,002,220	US	PHARMASOFT
PharmaNet Development Group, Inc.	6049/1994	Denmark	PHARMASOFT & Design
PharmaNet Development Group, Inc.	179 275	European Union	PHARMASOFT & Design
PharmaNet Development Group, Inc.*	133 223	Finland	PHARMASOFT & Design
PharmaNet Development Group, Inc.	2900096	Germany	PHARMASOFT & Design
PharmaNet Development Group, Inc.	167343	Norway	PHARMASOFT & Design
PharmaNet Development Group, Inc.*	97/01425	South Africa	PHARMASOFT & Design
PharmaNet Development Group, Inc.*	97/01426	South Africa	PHARMASOFT & Design
PharmaNet Development Group, Inc.*	97/01427	South Africa	PHARMASOFT & Design
PharmaNet	425366	Switzerland	PHARMASOFT & Design

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
Development Group, Inc.			
PharmaNet Development Group, Inc.	2,057,555	United Kingdom	PHARMASOFT & Design
PharmaNet Development Group, Inc.	2,671,057	US	WEBSYS
PharmaNet Development Group, Inc.	3,437,482	US	THE ART OF CHOOSING WELL
PharmaNet Development Group, Inc.	5607155	CTM	THE ART OF CHOOSING WELL
PharmaNet Development Group, Inc.	557487	Switzerland	THE ART OF CHOOSING WELL
PharmaNet Development Group, Inc.*	1087843	Mexico	PHARMANET
PharmaNet Development Group, Inc.*	1043443	Mexico	PHARMANET
PharmaNet Development Group, Inc.*	1074618	Mexico	PHARMANET
PharmaNet Development Group, Inc.	650649	International Registration	PHARMASOFT

Local counsel has been instructed in all relevant jurisdictions to file the Certificate of Ownership and Merger merging PharmaNet, Inc. (a Delaware corporation) into PharmaNet Development Group, Inc. (a Delaware corporation), dated May 27, 2008, against PharmaNet's trademark registrations and applications in such jurisdictions. Such recordation has yet to be reflected in the databases for certain jurisdictions, as indicated herein by an asterisk next to the Owner name (e.g., PharmaNet Development Group, Inc.).

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	COUNTRY
PharmaNet Development Group, Inc.	77/426,039	EXPERIC	U.S.
PharmaNet Development	77/712,722	PHARMA-4	U.S.

OWNER	APPLICATION NUMBER	TRADEMARK	COUNTRY
Group, Inc.			
PharmaNet Development Group, Inc.	1,330,207	THE ART OF CHOOSING WELL	Canada
PharmaNet Development Group, Inc.*	888071	PHARMANET	Mexico
PharmaNet Development Group, Inc.	77/076,087**	THE ART OF CHOOSING WELL	U.S.

** PharmaNet Development Group, Inc. has decided to abandoned U.S. Application No. 77/076,087, and such application will lapse in due course.