

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INC Research, Inc.		06/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	150 Fayetteville Street, Suite 600		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78233857	ADVANCED LINK	
Serial Number:	77283220	QUALITYFINISH	
Serial Number:	77283216	QUICKSTART	
Serial Number:	77283213	PROGRAMACCELERATE	
Serial Number:	77283209	PLANACTIVATION	
Serial Number:	77283205	THE TRUSTED PROCESS	
Serial Number:	76016181	ADVANCED BIOLOGICS LLC	
Serial Number:	76016180	INTERACTIVE RESEARCH	
Serial Number:	75080332	ADVANCED BIOLOGICS	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		

OP \$240.00 78233857

Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St, Hearst Tower 47th Floor
Address Line 2: K & L Gates LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2812412.00092 WACHOVIA
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	07/01/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 30, 2009 by and between INC RESEARCH, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 4700 Falls of Neuse Road, Suite 400, Raleigh, North Carolina 27609 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 150 Fayetteville Street, Suite 600, Raleigh, North Carolina 27602 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Loan and Security Agreement, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified, the "Amended and Restated Loan and Security Agreement") by and between Grantor, as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of the Amended and Restated Loan and Security Agreement. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Amended and Restated Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application of the Grantor, including, without limitation, each trademark, trademark registration and trademark application described on Schedule A;

(ii) each trademark license, including, without limitation, each trademark license described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any trademark or trademark registration, including, without limitation, any trademark or trademark registration described on Schedule A or under any trademark licensed under any trademark license, including, without limitation, any trademark license described on Schedule B, (b) injury to the goodwill associated with any trademark, trademark registration or trademark license or (c) breach or enforcement of any trademark license; and

(iv) all products and proceeds of the foregoing.

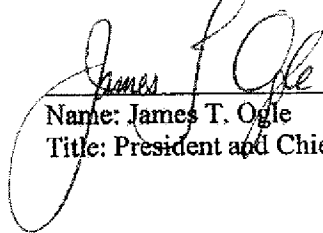
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Amended and Restated Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Amended and Restated Loan and Security Agreement, the provisions of the Amended and Restated Loan and Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INC RESEARCH, INC., as Grantor

By



Name: James T. Ogle
Title: President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Wake

I, Karen M. Wall, a Notary Public for said County and State, do hereby certify that James T. Ogle personally appeared before me this day and stated that (s)he is Chief Executive Officer of INC Research, Inc. and acknowledged, on behalf of INC Research, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 25 day of June, 2009.

Karen M. Wall
Notary Public

My commission expires:

3 November 2013

Agreed and Accepted as of the
30th day of June, 2009.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By



Name: C. Douglass Riddle
Title: Senior Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date Allowed
ADVANCED LINK – United States, class 42	78233857 Registered	13 April 2004
QUALITYFINISH – United States, class 42	77283220 Registered	27 May 2008
QUICKSTART – United States, class 42	77283216 Registered	27 May 2008
PROGRAMACCELERATE – United States, class 42	77283213 Registered	27 May 2008
PLANACTION – United States, class 42	77283209 Registered	27 May 2008
THE TRUSTED PROCESS – United States, class 42	77283205 Registered	27 May 2008
ADVANCED BIOLOGICS LLC – United States, class 42	76016181 Registered	10 July 2001
INTERACTIVE RESEARCH – United States, class 38	76016180 Registered	2 October 2001
ADVANCED BIOLOGICS – United States, class 42	75080332 Registered	18 February 1997

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

4823-6861-2867.02