

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
KENDLE INTERNATIONAL INC.		03/15/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2826777	
Registration Number:	2077521	KENDLE
Registration Number:	3351233	KENDLE COLLEGE
Registration Number:	3493352	KENDLE CONNECT
Registration Number:	2065270	REAL PEOPLE. REAL RESULTS.
Registration Number:	2166126	TRIALBASE
Registration Number:	2068391	TRIALINE
Registration Number:	3735291	TRIALMD
Registration Number:	2155148	TRIALVIEW
Registration Number:	2160751	TRIALWARE
Registration Number:	2729538	TRIALWEB

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900157337

**TRADEMARK
 REEL: 004169 FRAME: 0066**

CH \$290.00 2826777

Phone: (214)981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark
Address Line 1: 717 North Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-10450
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	03/17/2010

Total Attachments: 4
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of March 15, 2010 by and from KENDLE INTERNATIONAL INC., an Ohio corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be

an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

KENDLE INTERNATIONAL INC.

By: [Signature]
Name: Keith A. Cheesman
Title: Senior Vice President and Chief Financial Officer

STATE OF Ohio)
Hamilton COUNTY)

On March , 2010, before me, Julie Muething, Notary Public, personally appeared Keith A. Cheesman, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his on the instrument, the person, or the entity upon behalf of which the person acted, executed the



JULIE T. MUETHING
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date. Section 147.03 O.R.C.
Julie Muething
Notary Public, State of Ohio

My Commission Expires: n/a

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Confirmatory Grant of Security Interest In United States Copyrights

TRADEMARK
REEL: 004169 FRAME: 0070

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

OWNER	TRADEMARK	REGISTRATION NUMBER
Kendle International Inc.	Design (Wedge)	2826777
Kendle International Inc.	KENDLE X Design	2077521
Kendle International Inc.	KENDLE COLLEGE	3351233
Kendle International Inc.	KENDLE CONNECT	3493352
Kendle International Inc.	REAL PEOPLE REAL RESULTS	2065270
Kendle International Inc.	TRIALBASE	2166126
Kendle International Inc.	TRIALLINE	2068391
Kendle International Inc.	TRIALMD	3735291
Kendle International Inc.	TRIALVIEW	2155148
Kendle International Inc.	TRIALWARE	2160751
Kendle International Inc.	TRIALWEB	2729538
Kendle International Inc.	KENDLE X Design	751529
Kendle International Inc.	GENTE REAL. RESULTADOS REALES	36373
Kendle International Inc.	KENDLE & design	926680
Kendle International Inc.	REAL PEOPLE. REAL RESULTS.	36374
Kendle International Inc.	KENDLE	301139175
Kendle International Inc.	KENDLE	01371039