OP \$165,00 34374

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
PharmaNet Development Group, Inc.		04/09/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation		
Street Address:	500 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION:		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Registration Number:	3437482	THE ART OF CHOOSING WELL	
Registration Number:	3002220	PHARMASOFT	
Registration Number:	2630227	EXPERIENCE YOU CAN TRUST	
Registration Number:	2614234	PHARMANET	
Registration Number:	2671057	WEBSYS	
Registration Number:	2535459	PHARMANET	

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Phone: 4045724691

Email: evancamp@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1180 Peachtree Street, NE

Address Line 2: James M. Hannon/34th Floor

Address Line 4: Atlanta, GEORGIA 30309-3521

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ATTORNEY DOCKET NUMBER:	09642.015004			
NAME OF SUBMITTER:	James M. Hannon			
Signature:	/James M. Hannon/			
Date:	04/09/2010			
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif				

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent for the Lenders and the L/C Issuers and each other Secured Party (as defined in the Credit Agreement referred to below) (in such capacity, which capacity includes its rights and authority as "collateral agent" pursuant to Section 10.1(b) of the Credit Agreement, and together with its successors and permitted assigns, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among PharmaNet Development Group, Inc. (the "US Borrower"), Anapharm inc. (the "Canadian Borrower", and together with the US Borrower, individually, a "Borrower", and collectively, the "Borrowers"), Holdings, the Lenders and the L/C Issuers from time to time party thereto, GE Canada Finance Holding Company, as Canadian Collateral Agent, and GE Capital, as Administrative Agent (which such capacity includes its rights and authority as "collateral agent" pursuant to Section 10.1(b) therein) for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the US Borrower) has agreed, pursuant to a US Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the US Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

- NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:
- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Guaranty and Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on

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and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those registered trademarks and trademark applications for registration referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. <u>Guaranty and Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. <u>Counterparts</u>. This Trademark Security Agreement 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.
- Section 5. <u>Governing Law</u>. This Trademark Security Agreement 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.

[SIGNATURE PAGES FOLLOW]

[TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor 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 Grantor

By:

Name: Jeffrey P. McMullen

Title: President and Chief Executive Officer

[GRANTOR EXECUTION PAGE - TRADEMARK SECURITY AGREEMENT]

EXECUTION COPY

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Administrative Agent.

Name: Alan Silbert

By:

Title: Duly Authorized Signatory

[AGENT EXECUTION PAGE - TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)

COUNTY OF Mercer)

ss.

On this quite day of April, 2010 before me personally appeared Jeffrey P. McMullen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PHARMANET DEVELOPMENT GROUP, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free-act and deed of said corporation.

Notary Public

KELLI E. DAVIS
A Notary Public of New Jersey
My Commission Expires AUGUST 12, 2013

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SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. U.S. REGISTERED TRADEMARKS

<u>Mark</u>	Reg. #	Reg. Date	<u>App. #</u>	App. Date	<u>Owner</u>
THE ART OF CHOOSING WELL	3,437,482	05/27/2008	77/975,451	01/04/2007	Pharmanet Development Group, Inc.
PHARMASOFT	3,002,220	09/27/2005	76/302,977	08/21/2001	Pharmanet Development Group, Inc.
EXPERIENCE YOU CAN TRUST	2,630,227	10/08/2002	76/150,412	10/19/2000	Pharmanet Development Group, Inc.
PHARMANET (& design)	2,614,234	09/03/2002	76/149,568	10/19/2000	Pharmanet Development Group, Inc.
WEBSYS	2,671,057	01/07/2003	76/147,247	10/16/2000	Pharmanet Development Group, Inc.
PHARMANET	2,535,459	02/05/2002	75/859,275	11/30/1999	Pharmanet Development Group, Inc.

B. U.S. TRADEMARK APPLICATIONS

None

C. CANADIAN TRADEMARKS

<u>Mark</u>	<u>Reg. #</u>	Reg. Date	<u>App. #</u>	App. Date	<u>Owner</u>	Country
PHARMASOFT	TMA517988	10/15/1999	0824051	09/23/1996	PharmaNet Development Group, Inc.	Canada
THE ART OF CHOOSING WELL	TMA739405	05/04/2009	1330207	01/04/2007	PharmaNet Development Group, Inc.	Canada

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