#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Second Lien Security Interest

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PharmaNet Development Group, Inc.		104/09/2010	INC. ASSOCIATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Wilmington Trust FSB
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Federal Savings Bank: UNITED STATES

#### 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: (617)526-9899

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

Phone: 617.526.9600

Email: oandrews@proskauer.com

Correspondent Name: Proskauer Rose LLP

Address Line 1: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

REEL: 004183 FRAME: 0252

900159298

ATTORNEY DOCKET NUMBER:	40692/099			
NAME OF SUBMITTER:	Melissa Siegelman			
Signature:	/Melissa Siegelman/			
Date:	04/09/2010			
Total Attachments: 5 source=Trademark Security Agreement - Executed Copy#page1.tif source=Trademark Security Agreement - Executed Copy#page2.tif source=Trademark Security Agreement - Executed Copy#page3.tif source=Trademark Security Agreement - Executed Copy#page4.tif source=Trademark Security Agreement - Executed Copy#page5.tif				

#### 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 "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Wilmington Trust FSB, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, and together with its successors and permitted assigns, the "<u>Collateral Agent</u>").

#### WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of April 9, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Indenture</u>") among PharmaNet Development Group, Inc. (the "<u>Company</u>"), the guarantors named therein and Wilmington Trust FSB, as trustee (in such capacity, the "<u>Trustee</u>") and as Collateral Agent, the Company has issued \$185,000,000 of its 10 7/8% senior secured notes due 2017 (the "Notes");

WHEREAS, each Grantor (other than the Company) has agreed, pursuant to a Security Agreement, dated as of even date herewith (the "Security Agreement"), in favor of the Collateral Agent to guarantee the Secured Obligations;

WHEREAS, the Collateral Agent, the Trustee and General Electric Capital Corporation, as Administrative Agent under and as defined in the Credit Agreement (as defined in the Security Agreement) (the "First Lien Agent"), have entered into the Intercreditor Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"); and

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

- NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:
- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Indenture and the 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 Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on 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 <u>Schedule 1</u> 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.

Notwithstanding anything to the contrary contained in clauses (a)-(d) above, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Assets.

- 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 each Grantor hereby acknowledges and agrees 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.
- Section 4. <u>Intercreditor Agreement</u>. The provisions of this Trademark Security Agreement are subject in all respects to the provisions of the Intercreditor Agreement and, in the event of any discrepancy or inconsistency between this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.
- Section 5. <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 other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.
- Section 6. <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]

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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

ACCEPTED AND AGREED as of the date first above written:

WILMINGTON TRUST FSB, as Collateral Agent

By:

Title: Vice President

# $\begin{array}{c} \text{SCHEDULE 1} \\ \text{TO} \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

# **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

**RECORDED: 04/09/2010**