

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
Essential Group International LLC		01/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Swiss Bank: SWITZERLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3096014	CUSTOM SOLUTIONS PROVEN TO SUCCEED
Registration Number:	3203864	DELIVERING SUCCESS THROUGH THERAPEUTIC EXPERTISE
Registration Number:	3206634	ESSENTIAL
Registration Number:	3585443	ESSENTIAL
Registration Number:	3585332	ESSENTIAL NAVIGATION SYSTEM
Registration Number:	3096015	ESSENTIAL PATIENT RECRUITMENT
Registration Number:	3507298	EXPERIENCE ESSENTIAL. EXPERIENCE RESULTS.

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

900161717

**TRADEMARK
 REEL: 004201 FRAME: 0912**

CH \$190.00 3096014

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 377422

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 05/10/2010

Total Attachments: 4

source=5-10-10 Essential Group-TM#page1.tif

source=5-10-10 Essential Group-TM#page2.tif

source=5-10-10 Essential Group-TM#page3.tif

source=5-10-10 Essential Group-TM#page4.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of January 31, 2010 by ESSENTIAL GROUP INTERNATIONAL LLC (the "Pledgor") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 5, 2005 (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 premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent 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 benefit of the Secured Parties a lien on and security interest in and to all of their right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademark of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademark; and
- (c) all Proceeds of any and all of the foregoing (other than 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 Trademarks 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 unless the Collateral Agent shall otherwise determine.

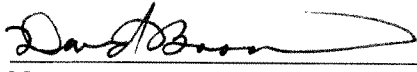
SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the 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.

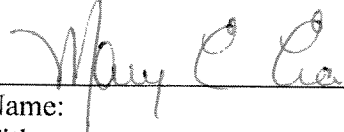
Very truly yours,


ESSENTIAL GROUP INTERNATIONAL LLC

By: 
Name: David Bassin
Title: Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: 
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Owner	Service Mark/Trademark	Registration/ Application No.
Essential Group International LLC	Custom Solutions Proven to Succeed	3,096,014
Essential Group International LLC	Delivering Success Through Therapeutic Expertise	3,203,864
Essential Group International LLC	Essential	3,206,634
Essential Group International LLC	Essential logo trademark	3,585,443
Essential Group International LLC	Essential Navigation System	3,585,332
Essential Group International LLC	Essential Patient Recruitment	3,096,015
Essential Group International LLC	Experience Essential, Experience Results	3,507,298