# 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
INC Research, Inc.		09/28/2010	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark	
Registration Number:	3435127	QUICKSTART	
Registration Number:	3435124	THE TRUSTED PROCESS	
Registration Number:	3435125	PLANACTIVATION	
Registration Number:	3435126	PROGRAMACCELERATE	
Registration Number:	3435129	QUALITYFINISH	
Registration Number:	2833453	ADVANCED LINK	
Registration Number:	2922548	INC RESEARCH	
Registration Number:	2494111	ADVANCED BIOLOGICS LLC	
Registration Number:	2495173	INTERACTIVE RESEARCH	
Registration Number:	2039564	ADVANCED BIOLOGICS	
Serial Number:	85138041	INC RESEARCH	

**CORRESPONDENCE DATA** 

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 312/876-7628 Email: linda.kastner@lw.com Linda Ruth Kastner, c/o Latham & Watkins Correspondent Name: Address Line 1: 233 S. Wacker Drive Address Line 2: Suite 5800 Address Line 4: Chicago, ILLINOIS 60606 NAME OF SUBMITTER: Linda Kastner Signature: /lk/ Date: 09/28/2010 **Total Attachments: 5** 

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 28, 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 (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 28, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a 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 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 Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. 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 and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
  - 1. all renewals and extensions of the foregoing;

- **2.** all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- 3. 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. Guaranty and Security Agreement. 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.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.
- <u>Section 5.</u> <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.
- Section 6. Governing Law. 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.

INC RESEARCH, INC

as Grantor

Chief Executive Officer

[Signature Page to Trademark Security Agreement]

PAGE 15/43 \* RCVD AT 9/24/2010 5:43:49 PM [Eastern Daylight Time] \* SVR:PHC-RFSERVER01/1 \* DNIS:8769360 \* CSID:5403456588 \* DURATION (mm-ss):05-26

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Administrative Agent

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Exact Name	Registration Number	Application Number	Registration Date
QuickStart	3,435,127	77-283,216	5/27/2008
The Trusted Process	3,435,124	77-283,205	5/27/2008
PlanActivation	3,435,125	77-283,209	5/27/2008
ProgramAccelerate	3,435,126	77-283,213	5/27/2008
Quality Finish	3,435,129	77-283,220	5/27/2008
ADVANCED LINK	2,833,453	78-233-857	4/13/2004
INC RESEARCH & Design	2,922,548	78-136,395	2/1/2005
ADVANCED BIOLOGICS LLC	2,494,111	76-016,181	10/2/2001
& Design			
INTERACTIVE RESEARCH	2,495,173	76-016,180	10/2/2001
ADVANCED BIOLOGICS	2,039,564	75-080,332	2/18/1997
INC RESEARCH <sup>1</sup>	TBD	TBD	9/24/10

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RECORDED: 09/28/2010

<sup>&</sup>lt;sup>1</sup> Please note that this is a pending application. A registration filing was made for the mark "INC RESEARCH" with the United States Patent and Trademark Office ("USPTO") on September, 24, 2010. The USPTO has assigned a serial number of 85138041 to the mark.