

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
Research Pharmaceutical Services, Inc.		02/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	901 Main Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851-1168		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3891817	RPS RESEARCH PHARMACEUTICAL SERVICES, INC	
Registration Number:	3891818	RPS	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039112-0049		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		

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TRADEMARK

Date:

02/18/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 18, 2011, is made by the entity listed on the signature pages hereof (the "Trademark Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and as collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 18, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Roy RPS Holdings Corp., ReSearch Pharmaceutical Services, Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Collateral Agent 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 Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (as defined in the Guaranty and Security Agreement referred to below) (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of February 18, 2011, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations; and

WHEREAS, the Trademark Grantor is party to the Guaranty and Security Agreement pursuant to which the Trademark Grantor is 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, the Trademark Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or to the extent not defined therein, the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Trademark 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, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of the Trademark Grantor's right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all registrations and recordations thereof and all applications in connection therewith ("Trademarks"), including, without limitation, those 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.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void, any registration that issues from such intent-to-use application under applicable federal law.

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 the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provision of the Guaranty and Security Agreement shall control.

Section 4. Trademark Grantor Remains Liable. The Trademark Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Trademark Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. 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. Termination of Agreement. This Trademark Security Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Credit Agreement and the Guaranty and Security Agreement, and the Administrative Agent shall reasonably cooperate with the Trademark Grantor to execute and deliver all documents as the Trademark Grantor shall reasonably request to evidence such termination.

Section 7. 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)

IN WITNESS WHEREOF, the Trademark 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.

Very truly yours,

RESEARCH PHARMACEUTICAL SERVICES, INC.,
as Trademark Grantor

By: 

Name: Daniel Periman

Title: Chief Executive Officer

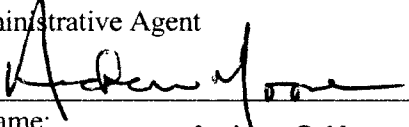
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK


REEL: 004482 FRAME: 0299

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By:  _____
Name: **Andrew D Moore**
Title: **Duly Authorized Signatory**

TRADEMARK REGISTRATIONS

Trademark/Image	Application Number and Registration Number	Application Date and Registration Date
RPS Research Pharmaceutical Services, Inc. 	77723301 3891817	4/27/2009 12/21/2010
RPS	77723318 3891818	4/27/2009 12/21/2010

TRADEMARK APPLICATIONS

None.