TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quintiles Transnational Corp.		103/28/2011	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc., as Collateral Agent	
Street Address:	390 Greenwich Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10013	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77931809	QUINTILES INFOSARIO
Serial Number:	85121017	QUINTILES INFOSARIO
Serial Number:	85201647	MILFORD HEALTHCARE SALES
Serial Number:	85201637	BERMONT HEALTHCARE
Serial Number:	77980699	NAVIGATING THE NEW HEALTH

CORRESPONDENCE DATA

Fax Number: (302)636-5454

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

800-927-9801 x2348 Phone: Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company-J.Paterson Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

745281-20 ATTORNEY DOCKET NUMBER:

REEL: 004523 FRAME: 0579

TRADEMARK

NAME OF SUBMITTER:	Jean Paterson	
Signature:	/jep/	
Date:	04/18/2011	
Total Attachments: 5 source=4-18-11 Quintiles Transactional-TM#page1.tif source=4-18-11 Quintiles Transactional-TM#page2.tif source=4-18-11 Quintiles Transactional-TM#page3.tif source=4-18-11 Quintiles Transactional-TM#page4.tif source=4-18-11 Quintiles Transactional-TM#page5.tif		

TRADEMARK
REEL: 004523 FRAME: 0580

RECORDATION FORM COVER SHEET TRADEMARKS ONLY					
To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.				
Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?				
Quintiles Transnational Corp.	Name: Citicorp North America, Inc., as Collateral Agent Internal Address: Street Address: 390 Greenwich Street City: New York State: NY Country: USA General Partnership Limited Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Teppes of the Trademark. B. Trademark Registration No.(s)				
Individual(s)					
5. Name & address of party to whom correspondence concerning document should be mailed: Name: James P. Murphy, Legal Assistant	6. Total number of applications and registrations involved:				
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$				
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enclosed				
City New York	8. Payment Information:				
State _{NY} Zip: ₁₀₀₀₅					
Phone Number: (212) 701-3345 Fax Number: (212) 378-2610 Email Address: jmurphy@cahill.com	Deposit Account NumberAuthorized User Name				
9. Signature: www P. ///	April 14, 2011				
JAMES P. MURPHY Name of Person Signing	Total number of pages including cover sheet, attachments, and document:				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of the day of March, 2011, by Quintiles Transnational Corp., a North Carolina corporation (the "Grantor"), in favor of Citicorp North America, Inc., in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

WHEREAS, the Grantor has, pursuant to that certain second lien security agreement dated as of March 31, 2006 (as supplemented from time to time, the "Security Agreement"; capitalized terms used but not defined herein having the meaning assigned to such term in the Security Agreement), granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor, in, to and under the Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance in full when due of the Secured Obligations; and

WHEREAS, the Grantor and the Collateral Agent wish to further memorialize the security interest described above as it relates to the Trademarks that are the subject of trademark registration applications that are pending with the US Patent and Trademark Office, identified in Schedule A, attached hereto, and incorporated herein by this reference, and the goodwill attendant thereto and all other rights appurtenant thereto, including but not limited to all products and proceeds thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants unto the Collateral Agent a security interest in and lien on all of its right, title and interest in the Trademarks identified in Schedule A, as collateral security for the payment and performance in full when due of the Secured Obligations.

[Signature page follows]

#1964658_1.doc

TRADEMARK
REEL: 004523 FRAME: 0582

IN WITNESS WHEREOF, the Grantor has executed this Second Lien Trademark Security Agreement as an instrument as of the date first written above.

QUINTILES TRANSNATIONAL CORP.

Name: Beverly Rubin

Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina)
COUNTY OF DURLAM

SS.

On this 28th day of March, 2011, before me personally appeared Beverly Rubin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QUINTILES TRANSNATIONAL CORP., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

{seal}

[Signatures continue on next page]

Second Lien Trademark Security Agreement

#1964658_1.doc

TRADEMARK REEL: 004523 FRAME: 0583 Acknowledged and Agreed:

CITICORP NORTH AMERICA, INC.

Name:

VICE PRESIDENT

Second Lien Trademark Security Agreement

#1964658_1.doc

SCHEDULE A

<u>to</u>

SECOND LIEN TRADEMARK SECURITY AGREEMENT

United States Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	DESCRIPTION
Quintiles Transnational Corp.	77-931,809	2/9/2010	QUINTILES INFOSARIO
Quintiles Transnational Corp.	85-121,017	9/1/2010	QUINTILES INFOSARIO & design
Quintiles Transnational Corp.	85-201,647	12/20/2010	MILFORD HEALTHCARE SALES
Quintiles Transnational Corp.	85-201,637	12/20/2010	BERMONT HEALTHCARE
Quintiles Transnational Corp.	77-980,699	8/6/2009	NAVIGATING THE NEW HEALTH

#1964658_1,doc

TRADEMARK REEL: 004523 FRAME: 0585

RECORDED: 04/18/2011