

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
Worldwide Clinical Trials Russia II, LLC		04/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A., as Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77581173	IJC CONSULTANTS
Registration Number:	3842202	EVIDENCE CLINICAL AND PHARMACEUTICAL RESEARCH
Serial Number:	77561171	CSMG CLINICAL STUDIES MANAGEMENT GROUP
Serial Number:	77790207	WCT PHARMA RESOURCING SOLUTIONS
Serial Number:	77964859	WCT RESOURCING SOLUTIONS
Registration Number:	3619881	WCT
Registration Number:	3521264	WORLDWIDE CLINICAL TRIALS

CORRESPONDENCE DATA

Fax Number: (212)377-6076
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2125547605
 Email: fguevara@mosessinger.com, mmoore@mosessinger.com
 Correspondent Name: Fabian Guevara
 Address Line 1: 405 Lexington Avenue
 Address Line 2: 12th Floor

900190897

**TRADEMARK
 REEL: 004533 FRAME: 0337**

CH \$190.00 77581173

Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER: 013216-0102

NAME OF SUBMITTER: Fabian Guevara

Signature: /Fabian Guevara/

Date: 05/03/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of April, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually "Grantor"), and RBS CITIZENS, N.A., in its capacity as administrative agent (together with its successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the "Credit Agreement") among Worldwide Clinical Trials Holdings, Inc. ("Borrower"), the Guarantors party thereto, the Lenders and Issuing Bank party thereto and Agent, and pursuant to the other Loan Documents, the Secured Parties are willing to make certain financial accommodations available to Borrower and its Affiliates from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations available to Borrower and its Affiliates as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of April 29, 2011 (including all annexes, exhibits or schedules thereto, as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by any electronic means that reproduces an image of the actual executed signature page shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW.

7. ENTIRE AGREEMENT. Except as expressly herein provided, this Trademark Security Agreement and the other Loan Documents constitute the entire agreement among the parties relating to the subject matter hereof. Any previous agreement among the parties with respect to the transactions contemplated hereunder is superseded by this Trademark Security Agreement and the other Loan Documents.

8. SEVERABILITY. Any provision of this Trademark Security Agreement that is illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity or enforceability of such provisions in any other jurisdiction. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Trademark Security Agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Trademark Security Agreement, or to otherwise amend this Trademark Security Agreement to achieve such result.

[Signature pages follow]

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.

GRANTORS:

WORLDWIDE CLINICAL TRIALS HOLDINGS, INC.

By: ET JT
Name: Everett Truitt
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS, INC.

By: ET JT
Name: Everett Truitt
Title: Chief Financial Officer

INTERNATIONAL GRANTS ADMINISTRATION,
INC.

By: ET JT
Name: Everett Truitt
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS HOLDINGS II,
LLC

By: ET JT
Name: Everett Truitt
Title: Chief Financial Officer

[SIGNATURE PAGE OF WCT TRADEMARK SECURITY AGREEMENT]

WCT U.S., INC.

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS RUSSIA, INC.

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS RUSSIA II, LLC

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS RUSSIA, LLC

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS US, INC.

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

UC CONSULTANTS LLC

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

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WCT DRUG DEVELOPMENT HOLDINGS, INC.

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS DRUG
DEVELOPMENT SOLUTIONS, INC.

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS CLINICAL
RESEARCH SERVICES, LLC

By: ETT
Name: Everett Truitt
Title: Chief Financial Officer

[SIGNATURE PAGE OF WCT TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
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AGENT:

RBS CITIZENS, N.A.
as Agent

By: R. Scott Haskell
Name: R. SCOTT HASKELL
Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE OF WCT TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark Name	App No.	Reg No.	Status	Country	File Date	Registration Date	Owner
IJC CONSULTANTS	77/581173		Abandoned	United States of America	29-Sep-2008		IJC Consultants LLC
EVIDENCE CLINICAL AND PHARMACEUTICAL RESEARCH	77/581190	3842202	Registered	United States of America	29-Sep-2008	31-Aug-2010	WCT US, Inc.
CSMG CLINICAL STUDIES MANAGEMENT GROUP (AND DESIGN)	77/561171		Published	United States of America	03-Sep-2008		Worldwide Clinical Trials US, Inc.
WCT PHARMA RESOURCING SOLUTIONS	77/790207		Pending	United States of America	27-Jul-2009		Worldwide Clinical Trials US
WCT RESOURCING SOLUTIONS	77/964859		Published	United States of America	22-Mar-2010		Worldwide Clinical Trials US
WCT	77/135153	3619881	Registered	United States of America	20-Mar-2007	12-May-2009	Worldwide Clinical Trials, Inc.
WORLDWIDE CLINICAL TRIALS (AND DESIGN)	77/070676	3521264	Registered	United States of America	22-Dec-2006	21-Oct-2008	Worldwide Clinical Trials, Inc.