

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
MEDPACE HOLDINGS, INC.		06/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2468517	MEDPACE	
Registration Number:	1954283	CLINTRAK	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	SOLYN LEE		
Address Line 1:	JONES DAY		
Address Line 2:	222 EAST 41 STREET		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	175274-635054		
NAME OF SUBMITTER:	SOLYN LEE		
Signature:	/SOLYN LEE/		

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Date:

06/17/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "**Trademark Security Agreement**") dated June 17, 2011 is made by the Person listed on the signature pages hereof (the "**Grantor**") in favor of Jefferies Finance LLC, as administrative agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Medpace IntermediateCo, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of June 17, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with Medpace Holdings, Inc., a Delaware corporation, the Lenders party thereto and Jefferies Finance LLC, as the Administrative Agent and Swing Line Lender and PNC Bank, National Association, as L/C Issuer.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated as of June 17, 2011 made by the grantors party thereto (including the Grantor) to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other Collateral, certain Trademarks of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark constituting Collateral owned by the Grantor and all registrations and applications for registration therefore and all renewals thereof, (including, without limitation, each Trademark registration and application therefor, with all renewals thereof, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark); provided, however, that no security interest shall be granted in United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any such intent-to-use Trademark application under applicable Laws;

(ii) all rights in the foregoing provided by international treaties or conventions and all other rights corresponding thereto throughout the world;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right to sue for and collect, or otherwise recover, all proceeds and damages relating thereto; and

(iv) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

Section 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the Law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDPACE, INC.

By: 

Name: August Troendle
Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Administrative Agent

By: _____

Name: E. Joseph Hess
Title: Managing Director

[Signature Page to the Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDPACE, INC.

By: _____

Name: August Troendle

Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC

as Administrative Agent

By: _____

Name: E. Joseph Hess

Title: Managing Director

[Signature Pages to the Trademark Security Agreement]

TRADEMARK
REEL: 004565 FRAME: 0193

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>OWNER</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
MEDPACE	Medpace, Inc.	2468517	July 10, 2001
CLINTRAK	Medpace, Inc.	1954283	February 6, 1996

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>OWNER</u>	<u>SERIAL NO./ APPLICATION NO.</u>	<u>APPLICATION DATE</u>
None.			