#### TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		106/16/2011	Administrative Agent: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	ALMAC CLINICAL TECHNOLOGIES LLC
Street Address:	1040 Stony Hill Road,
Internal Address:	Suite 200,
City:	Yardley,
State/Country:	PENNSYLVANIA
Postal Code:	19067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3210378	ITRIAL EDC
Registration Number:	3385357	I TRIAL EDC
Registration Number:	3542060	IXRS

#### **CORRESPONDENCE DATA**

(610)371-8506 Fax Number:

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

609-987-7050 Phone: Email: ejs@stevenslee.com Elliott J. Stein, Esq. Correspondent Name: 100 Lenox Drive, Address Line 1: Address Line 2: Suite 200,

Address Line 4: Lawrenceville,, NEW JERSEY 08648

ATTORNEY DOCKET NUMBER: 102315.00010

REEL: 004570 FRAME: 0709

**TRADEMARK** 

NAME OF SUBMITTER:	Elliott J. Stein	
Signature:	/varlawyer/	
Date:	06/27/2011	
Total Attachments: 4 source=ALMAC-BankAmerica-ReleaseSecInt-06162011#page1.tif source=ALMAC-BankAmerica-ReleaseSecInt-06162011#page2.tif source=ALMAC-BankAmerica-ReleaseSecInt-06162011#page3.tif source=ALMAC-BankAmerica-ReleaseSecInt-06162011#page4.tif		

TRADEMARK
REEL: 004570 FRAME: 0710

# RELEASE OF SECURITY INTEREST AND ASSIGNMENT OF TRADEMARKS

THIS RELEASE OF SECURITY INTEREST AND ASSIGNMENT OF
TRADEMARKS ("Assignment") made as of the day of June, 2011, by BANK OF
AMERICA, N.A., as administrative agent ("Assignor"), in favor of ALMAC GROUP
INCORPORATED, a Delaware corporation ("Almac"), ALMAC CLINICAL SERVICES LLC, a Delaware limited liability company ("Clinical Services"), ALMAC CLINICAL
TECHNOLOGIES LLC, a Delaware limited liability company ("Clinical Technologies"),
ALMAC DIAGNOSTICS LLC, a Delaware limited liability company ("Diagnostics"), ALMAC REALTY LLC, a Delaware limited liability company ("Almac Realty"), ALMAC REALTY
HOLDINGS LLC, a Delaware limited liability company ("Realty Holdings"), CLINICAL
TRIAL SERVICES, INC., a Delaware corporation ("CTS"), APPLIED CLINICAL
CONCEPTS, INC., a North Carolina Corporation ("ACCI"), ALMAC SCIENCES LLC, a
Delaware limited liability company ("Sciences"), and ALMAC PHARMA SERVICES LLC, a
Delaware limited liability company ("Pharma Services" and, together with Almac, Clinical
Services, Clinical Technologies, Diagnostics, Almac Realty, Realty Holdings, CTS, ACCI, and
Sciences, collectively, "Assignees" and, individually, an "Assignee").

#### BACKGROUND

- A. Assignees are the owners of certain trademarks and all goodwill therein, including certain registered trademarks and trademark applications as reflected on the records of the United States Patent and Trademark Office, all as more fully set forth on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "<u>Trademarks</u>").
- B. Pursuant to that certain Credit Agreement dated as of July 3, 2008 (as amended, supplemented or modified through the date hereof, the "Credit Agreement") among (a) Almac, Clinical Services, Clinical Technologies, Diagnostics, and Almac Realty, as "Borrowers", (b) the lenders party thereto (collectively, the "Lenders"), and (c) Assignor, as "Administrative Agent" and "L/C Issuer", the Lenders agreed to make loans and otherwise extend credit to the Borrowers, and the L/C Issuer agreed to issue, extend or renew letters of credit for the benefit of the Borrowers (collectively, "Advances"), in each case on the terms and conditions set forth in the Credit Agreement. Capitalized terms used in this Assignment which are not otherwise defined herein shall have the respective meanings given to such terms in the Credit Agreement.
- C. In order to induce the Lenders to enter into the Credit Agreement and the other Loan Documents and to make Advances to the Borrowers pursuant thereto, the Assignees granted to Assignor, for the benefit of the Secured Parties, a lien on and security interest in the Trademarks pursuant to the Credit Agreement, the Security Agreement, and the IP Security Agreement.
- D. Assignor, in its capacity as Administrative Agent, is hereby releasing its lien on, and all right, title and interest (if any) in and to, the Trademarks granted pursuant to the Credit Agreement, the Security Agreement, and the TP Security Agreement and is assigning all of its right, title and interest in and to the Trademarks (if any) to Assignees.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound hereby, covenants and agrees as follows:

- 1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Assignment as if set forth in their entirety in this Section 1.
- 2. Release and Assignment. Assignor hereby irrevocably and unconditionally (a) releases, discharges, and relinquishes its lien on and security interest in all of the Trademarks and (b) assigns, transfers, conveys and sets over unto the respective Assignees identified on Exhibit "A" attached hereto any and all of Assignor's right, title and interest, if any, in, to and under the Trademarks.
- 3. Further Actions. From time to time after the date hereof, and without further consideration, at the request and sole cost and expense of Assignees, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignees or their counsel may reasonably request in order to perfect and record Assignee's ownership rights in the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative

Agent

Name:

Title:

Fani Davidson

s stant Vice President

COMMONWEALTH/STATE OF	
COUNTY OF	: ss:
On this day of June, 2011, before personally appeared of BANK OF AMER that he/she as such officer, being authorized to d Interest and Assignment of Trademarks for the p of such bank by himself/herself as such officer.	ICA, N.A., a national banking association, and o so, executed the foregoing Release of Security
IN WITNESS WHEREOF, I have became	to set my hand and official seal.
•••••	Notary Public  "OFFICIAL SEAL"  ELIZABETH URIBE  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES NOV. 12, 2013

# Exhibit "A"

### <u>Trademarks</u>

# I. TRADEMARK REGISTRATIONS.

Company	<u>Mark</u>	Reg. No.	<u>Date</u>
Clinical Services	WEBRAND	3252248	June 12, 2007
Clinical Services	WEBEZ	3291514	September 11, 2007
Clinical Technologies	ITRIAL EDC	3210378	February 20, 2007
Clinical Technologies	I TRIAL EDC	3385357	February 19, 2008
Clinical Services	WEB EZ	3507408	September 30, 2008
Clinical Technologies	IXRS	3542060	December 2, 2008

### II. TRADEMARK APPLICATIONS.

Company	<u>Mark</u>	Serial. No.	<u>Date</u>
Clinical Services	WEBRAND	77-281198	September 17, 2007

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**RECORDED: 06/27/2011** 

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