

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Institutional Review Board, Inc.		06/27/2011	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	One U.S. Bank Plaza		
<b>Internal Address:</b>	SL-MO-T12M		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63101		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1728705	WESTERN INTERNATIONAL REVIEW BOARD	
Registration Number:	1565231	WIRB	
Registration Number:	1566536	WESTERN INSTITUTIONAL REVIEW BOARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-259-2446		
<b>Email:</b>	benjamin.sodey@bryancave.com		
<b>Correspondent Name:</b>	Benjamin J. Sodey		
<b>Address Line 1:</b>	211 N. Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	C043194/0305148		
<b>NAME OF SUBMITTER:</b>	Benjamin J. Sodey		

CH \$90.00 1728705

Signature:	/Benjamin J. Sodey/
Date:	07/29/2011
Total Attachments: 8 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 28, 2011 among Western Institutional Review Board, Inc. a Washington corporation (the "Borrower"), each of the other Persons listed on the signature pages hereto as a Grantor (each, including the Borrower, a "Grantor", and collectively, the "Grantors"), and U.S. BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") under the Credit Agreement referred to in the next paragraph.

Reference is made to (a) the Credit Agreement, dated as of the date hereof, among the Borrower, the Guarantors party thereto, the Lenders party thereto, and U.S. Bank National Association, as Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Grantors party thereto, and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed the obligations of the Borrower pursuant to the Credit Agreement and the Borrower and the Guarantors secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors are subsidiaries or affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of interpretation specified in Sections 1.3 and 1.4 of the Credit Agreement shall be applicable to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledges hypothecate and transfer to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all personal property and fixtures of such Grantor, including all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (hereinafter collectively referred to as the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired;
- (b) all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in the United States of America or any other country, including those described on Schedule 1 attached hereto (except for any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham

Act or a "Statement of Use" pursuant to Section 1(d) of the Lanham Act with respect thereto);

- (c) all reissues, continuations, extensions and renewals thereof and amendments thereto;
- (d) all goodwill associated therewith or symbolized by any of the foregoing;
- (e) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto;
- (f) all other assets, rights and interests that uniquely reflect or embody such goodwill; and
- (g) all confidential or proprietary technical and business information, know how, show how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

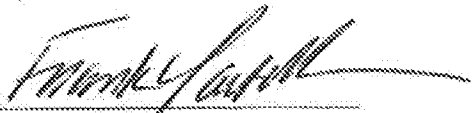
4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

WESTERN INSTITUTIONAL REVIEW  
BOARD, INC.

By:   
Name: Frank Martell  
Title: President and Chief Executive Officer

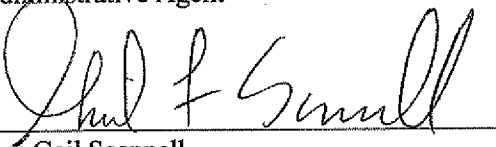
WIRB HOLDINGS, INC.

By:   
Name: Frank Martell  
Title: Chief Financial Officer

Trademark Security Agreement  
Western Institutional Review Board, Inc. and WIRB Holdings, Inc.

TRADEMARK  
REEL: 004594 FRAME: 0355

**U.S. BANK NATIONAL ASSOCIATION**  
as Administrative Agent

By:   
Name: Gail Scannell  
Title: Senior Vice President

Trademark Security Agreement  
Western Institutional Review Board, Inc. and WIRB Holdings, Inc.

**TRADEMARK**  
**REEL: 004594 FRAME: 0356**

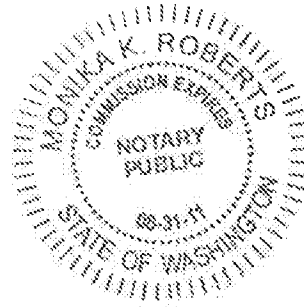
ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS.  
COUNTY OF Thurston )

On this 27<sup>th</sup> day of June 2011, before me personally appeared: Frank Martell, to me known, being by me duly sworn, did depose and say that he is the authorized President and Chief Executive Officer of Western Institutional Review Board, Inc., a Washington corporation (the "Company"), which executed the foregoing instrument; that he is duly authorized to execute the foregoing instrument on behalf of the Company; that he signed his name thereto by authority of the members of the Company; and that he acknowledged the foregoing instrument as the free act and deed of the Company.

Monika K Roberts  
NOTARY PUBLIC

My commission expires: 09-31-2011



Trademark Security Agreement  
Western Institutional Review Board, Inc. and WIRB Holdings, Inc.

**TRADEMARK**  
**REEL: 004594 FRAME: 0357**

ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS.  
COUNTY OF Thurston )

On this 27<sup>th</sup> day of June 2011, before me personally appeared: Frank Martell, to me known, being by me duly sworn, did depose and say that he is the authorized President and Chief Executive Officer of WIRB Holdings, Inc. a Delaware corporation (the "Company"), which executed the foregoing instrument; that he is duly authorized to execute the foregoing instrument on behalf of the Company; that he signed his name thereto by authority of the members of the Company; and that he acknowledged the foregoing instrument as the free act and deed of the Company.

Monika K. Roberts  
NOTARY PUBLIC

My commission expires: 08-31-2011





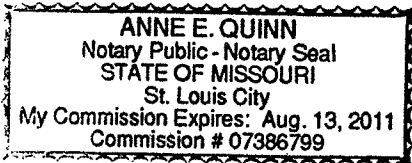
ACKNOWLEDGMENT

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF ST. LOUIS CITY        )

On this 27<sup>th</sup> day of June 2011, before me personally appeared: Gail Scannell to me known, being by me duly sworn, did depose and say that she is an authorized Senior Vice President of **U.S. Bank National Association** (the "Company"), which executed the foregoing instrument; that she is duly authorized to execute the foregoing instrument on behalf of the Company; that she signed her name thereto by authority of the members of the Company; and that she acknowledged the foregoing instrument as the free act and deed of the Company.

*Anne E. Quinn*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: August 13, 2011



SCHEDULE I

Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
Western Institutional Review Board, Inc.	Western International Review Board	1,728,705	October 27, 1992	74-132,732	January 23, 1991	Registered
Western Institutional Review Board, Inc.	WIRB	1,565,231	November 7, 1989	784,035	March 2, 1989	Registered
Western Institutional Review Board, Inc.	Western Institutional Review Board	1,566,536	November 14, 1989	784,066	March 2, 1989	Registered

Trademark Security Agreement  
 Western Institutional Review Board, Inc. and WIRB Holdings, Inc

**TRADEMARK**

**RECORDED: 07/29/2011**

**REEL: 004594 FRAME: 0360**