

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRACS Institute, Ltd.		06/20/2012	CORPORATION: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	PRACS Institute Management, LLC		
Street Address:	4801 Amber Valley Parkway		
City:	Fargo		
State/Country:	NORTH DAKOTA		
Postal Code:	58104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1935478	PRACS	
Registration Number:	1939722		
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039250-0061		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$65.00 1935478

Date:

06/26/2012

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made and entered into as of the 20th day of June, 2012, by CRS Management, Inc., a Delaware corporation; Contract Research Solutions, Inc., a Delaware corporation; PRACS Institute, Ltd., a North Dakota corporation; and Diabetes and Glandular Disease Research Associates Inc., a Texas corporation (the “Assignors”) to PRACS Institute Management, LLC, a Delaware limited liability company (the “Assignee”). Capitalized terms used but not otherwise defined herein have the meanings given them in the Purchase Agreement (defined below).

**WHEREAS**, Assignors and Assignee entered into that certain Asset Purchase Agreement dated as of March 25, 2012 (the “Purchase Agreement”);

**WHEREAS**, Assignors own the trademarks and trademark applications listed in Schedule A attached hereto (together with all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue or otherwise recover for any past, present or future infringement, dilution or other violations thereof, the “Assigned Trademarks”);

**WHEREAS**, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee all of its rights, title and interests in, to and under the Assigned Trademarks;

**WHEREAS**, Assignee wishes to acquire, and Assignors wish to transfer, all of Assignors’ rights, title and interests in, to and under the Assigned Trademarks; and

**WHEREAS**, Assignee and Assignors desire to record the assignments set forth in this Trademark Assignment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, all of its rights, title and interests in, to and under the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, all of Assignor’s rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement and other violations thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of such Assignor in all matters related thereto. The foregoing includes, and each Assignor hereby assigns, transfers and conveys to Assignee, all goodwill connected with the use of and symbolized by the Assigned Trademarks.

Each Assignor agrees, at Assignee’s expense, to take such further action and to execute such additional documents as Assignee may reasonably request in order to evidence, perfect, or effectuate the foregoing assignment with the applicable governmental entities or registrars, and to otherwise carry out and fulfill the purposes and intent of this Trademark Assignment.



ACKNOWLEDGED BY:

ASSIGNEE: FRACS INSTITUTE MANAGEMENT, LLC

By: 

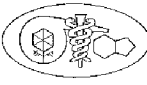

Name: Stephen Papalas

Title: Authorized Signatory

[Signature Page to Trademark Assignment]

**Schedule A**

**Assigned Trademarks and Trademark Applications**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>	<b>Status</b>
U.S.	CETERO	77/017,239 9-Oct-2006	3,257,599 3-Jul-2007	CRS Management, Inc.	Registered
Canada	CETERO	1330501 19-Dec-2006	TMA710,05 7 20-Mar-2008	Contract Research Solutions, Inc.	Registered
European Union	CETERO	5688361 14-Feb-2007	005688361 31-Jan-2008	Contract Research Solutions, Inc.	Registered
India	CETERO	1528441 6-Feb-2007	--	Contract Research Solutions, Inc.	Pending
India	CETERO	1542681 22-Mar-2007	--	Contract Research Solutions, Inc.	Pending
Japan	CETERO	2007-007473 31-Jan-2007	5061496 6-Jul-2007	Contract Research Solutions, Inc.	Registered
U.S.	PRACS	74/603,921 28-Nov-1994	1935478 14-Nov- 1995	PRACS Institute, Ltd.	Registered
U.S.		74/603,491 28-Nov-1994	1939722 5-Dec-1995	PRACS Institute, Ltd.	Registered
U.S.		78/945,519 4-Aug-2006	3537149 25-Nov- 2008	Diabetes and Glandular Disease Research Associates Inc.	Registered
North Dakota	CETERO RESEARCH (trade name)		23148500 23-Mar-2007	CRS Management, Inc.	Registered
North Dakota	CETERO RESEARCH (trade name)		27127300 09-Jun-2010	PRACS Institute, Ltd.	Registered