

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
Aptiv Solutions, Inc.		07/13/2012	CORPORATION: DELAWARE
Hesperion US, Inc.		07/13/2012	CORPORATION: MARYLAND
CR Inc.		07/13/2012	CORPORATION: DELAWARE
CR Holdings U.S. LLC		07/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
Trio Clinical Resourcing, LLC		07/13/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Gold Medal Acquisition Company, Inc.		07/13/2012	CORPORATION: DELAWARE
Medical Device Consultants, Inc.		07/13/2012	CORPORATION: MASSACHUSETTS
Team Trio, Inc.		07/13/2012	CORPORATION: DELAWARE
Aptiv Solutions, LLC		07/13/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA
AddPlan, Inc.		07/13/2012	CORPORATION: DELAWARE
Fulcrum Pharma Developments, Inc.		07/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	134 North Church Street
City:	Rocky Mount
State/Country:	NORTH CAROLINA
Postal Code:	27804
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77350906	MDCI GUIDING INNOVATION
Serial Number:	77623076	PHARMASSURANCE QMS

OP \$190.00 77350906

Serial Number:	85258068	ADDPLAN
Serial Number:	85976790	ADDPLAN
Serial Number:	85529497	APTIVADVANTAGE
Serial Number:	85529501	THE INTEGRATED TECHNOLOGY PLATFORM
Serial Number:	85220299	APTIV SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 7043425264
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 704-342-5325
Email: rmcree@poynerspruill.com
Correspondent Name: M. Ruth McRee
Address Line 1: 301 S. College Street
Address Line 2: Suite 2300
Address Line 4: Charlotte, NORTH CAROLINA 28210

ATTORNEY DOCKET NUMBER:	032001.050
NAME OF SUBMITTER:	M. Ruth McRee
Signature:	/ruth mcree/
Date:	07/27/2012

Total Attachments: 11
source=PNC Patent Trademark Copyright Security Agreement#page1.tif
source=PNC Patent Trademark Copyright Security Agreement#page2.tif
source=PNC Patent Trademark Copyright Security Agreement#page3.tif
source=PNC Patent Trademark Copyright Security Agreement#page4.tif
source=PNC Patent Trademark Copyright Security Agreement#page5.tif
source=PNC Patent Trademark Copyright Security Agreement#page6.tif
source=PNC Patent Trademark Copyright Security Agreement#page7.tif
source=PNC Patent Trademark Copyright Security Agreement#page8.tif
source=PNC Patent Trademark Copyright Security Agreement#page9.tif
source=PNC Patent Trademark Copyright Security Agreement#page10.tif
source=PNC Patent Trademark Copyright Security Agreement#page11.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of July 13, 2012 is entered into by and between APTIV SOLUTIONS, INC., a Delaware corporation ("Aptiv"), HESPERION US, INC., a Maryland corporation ("Hesperion"), CR INC., a Delaware corporation ("CR"), CR HOLDING U.S. LLC, a Delaware limited liability company ("CR Holding"), TRIO CLINICAL RESOURCING, LLC, a North Carolina limited liability company ("Trio"), GOLD MEDAL ACQUISITION COMPANY, INC., a Delaware corporation ("Gold Medal"), MEDICAL DEVICE CONSULTANTS, INC., a Massachusetts corporation ("MDCI"), TEAM TRIO, INC., a Delaware corporation ("Team Trio"), APTIV SOLUTIONS, LLC, a North Carolina limited liability company ("Aptiv NC"), ADDPLAN INC., a Delaware corporation ("AddPlan"), and FULCRUM PHARMA DEVELOPMENTS, INC., a Delaware corporation ("Fulcrum", and together with Aptiv, Hesperion, CR, CR Holding, Trio, Gold Medal, MDCI, Team Trio, Aptiv NC and AddPlan, each a "Pledgor" and collectively, the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Pledgors as borrowers, the Lenders now or hereafter party thereto (the "Lenders") the Guarantors now or hereafter party thereto (the "Guarantors") and the Agent, the Agent and the Lenders have agreed to provide certain loans to the Pledgors, and the Pledgors have agreed, among other things, to grant a security interest to the Agent, for the benefit of itself and the Lenders, in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of North Carolina as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties

and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Secured Obligations" shall mean and include the following: (i) all now existing and hereafter arising Obligations of each and every Pledgor to the Agent, the Lenders or any obligations in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Agent, the Lenders or providers of any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrowers or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Agent or any of the Lenders or any obligations incurred in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products; and (iv) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants, and conveys a security interest to Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Agent; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (a) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (b) sell all or substantially all of its assets.

4. Each of the obligations of each Pledgor under this Agreement is joint and several.

The Agent and the Lenders, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Agent and the Lenders, or any of them, shall not be a defense to any action the Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except Pledgors may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgors' products.

6. If, before the Secured Obligations shall have been indefeasibly satisfied in full and the Commitments have terminated and the Letters of Credit have expired, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgors, in Raleigh, North Carolina or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-

in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as Pledgors shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if such prosecution is in its best commercial interests or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld, unless such Pledgor considers such abandonment to be in its best interest, in which case such Pledgor shall notify Agent prior to such abandonment.

12. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any

licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgors may not assign or transfer any of their respective rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of North Carolina without regard to its conflicts of law principles.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any North Carolina State or Federal Court sitting in Wake County, North Carolina, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such North Carolina State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive

and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment or any obligation of any Loan Party to the Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 19. The Process Agent is Aptiv Solutions, Inc., c/o Chief Financial Officer, with an office on the date hereof at 1925 Isaac Newton Square, Suite 100, Reston, Virginia 20190. Each Pledgor shall produce to the Agent evidence of the acceptance by Process Agent of such appointment.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. Binding Arbitration.

(a) The Pledgors, the Loan Parties, the Agent and the Lenders shall submit any and all disputes arising out of or relating to this Agreement and the Loan Documents or the breach thereof (a "Dispute") to binding arbitration pursuant to and in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules and, where applicable, the Supplementary Rules for Large, Complex Commercial Disputes, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in a mutually acceptable location. The procedures specified herein shall be the sole and exclusive procedures for the resolution of Disputes; provided, however, that nothing contained in this Section shall limit the right of the Pledgors, the Loan Parties, the Agent and the Lenders to: (i) exercise self-help remedies including, without limitation, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) seek any other provisional or ancillary remedies, such as preliminary injunctive relief, from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of any action for such judicial relief, or pursuit of provisional or ancillary remedies, shall not constitute a waiver of the right or obligation of any party to submit any claim or dispute to arbitration.

(b) In any arbitration hereunder, the arbitrator(s) shall decide any pre-hearing motions which are substantially similar to pre-hearing motions to dismiss for failure to state a claim or motions for summary adjudication.

(c) Discovery shall be limited to the pre-hearing exchange of all documents which the Pledgors, the Loan Parties, the Agent and the Lenders intend to introduce at the hearing and any expert reports prepared by any expert who will testify at the hearing.

(d) At the administrative conference conducted by the AAA, the Pledgors, the Loan Parties, the Agent, the Lenders and the AAA shall determine how to ensure that the hearing is started and completed on sequential hearing days. Potential arbitrators shall be informed of the

anticipated length of the hearing and they shall not be subject to appointment unless they agree to abide by the parties' intent that, absent exigent circumstances, the hearing shall be conducted on sequential days.

(e) The award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which such award is based.

(f) The Pledgors, the Loan Parties, the Agent and the Lenders shall each bear equally all fees and costs and expenses of the arbitration, and each shall bear its own legal fees and expenses and the costs of its experts and witnesses; provided, however, that if the arbitration panel shall award a party substantially all relief sought by such party, then, notwithstanding any applicable governing law provisions, the other party shall pay all costs, fees and expenses incurred by the prevailing party, and such costs, fees and expenses shall be included in such award.

(g) The entire procedure shall be confidential and none of the parties nor arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the written consent of all parties to the Dispute, except (i) to the extent disclosure is required to enforce any applicable arbitration award or may otherwise be required by law and (ii) that either party may make such disclosures to its regulators, auditors, accountants, attorneys and insurance representatives. No conduct, statements, promises, offers, views, or opinions of any party involved in an arbitration hereunder shall be discoverable or admissible for any purposes in litigation or other proceedings involving the parties to the Dispute and shall not be disclosed to anyone who is not an agent, employee, expert, witness, or representative for any of such parties.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.


23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.


PLEDGOR:

APTIV SOLUTIONS, INC.
HESPERION US, INC.
CR INC.
CR HOLDING U.S. LLC
TRIO CLINICAL RESOURCING, LLC
GOLD MEDAL ACQUISITION COMPANY, INC.
TEAM TRIO, INC.
ADDPLAN, INC.
FULCRUM PHARMA DEVELOPMENTS, INC.

By: 

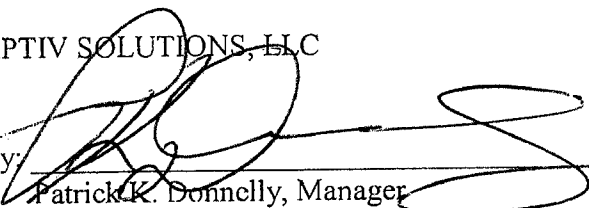
J. Matthew Bond, Chief Financial Officer

MEDICAL DEVICE CONSULTANTS, INC.

By: 

J. Matthew Bond, Treasurer

APTIV SOLUTIONS, LLC

By: 

Patrick K. Donnelly, Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

TRADEMARK
REEL: 004830 FRAME: 0458

AGENT:

PNC BANK, NATIONAL ASSOCIATION, in its
capacity as Agent

By:  (SEAL)
Richard C. Brown, Senior Vice President

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

TRADEMARK
REEL: 004830 FRAME: 0459

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

1. Registered Patents:

None

2. Trademarks:

None except as set forth below:

Pledgor	Mark	Reg. No.	Serial No.	Filing Date
MDCI	MDCI Guiding Innovation	3596051	77350906	12-13-2007
Aptiv NC	Pharmassurance QMS	4012839	77623076	11-28-2008
Aptiv	AddPlan (pending)		85258068	03-04-2011
			85976790	03-04-2011
	Aptivadvantage (pending)		85529497	01-31-2012
	The Integrated Technology Platform (pending)		85529501	01-31-2012
	Aptiv Solutions	4132792	85220299	01-18-2011

3. Trade Names:

None except as set forth below:

Pledgor	Trade Names
Trio	Trio Clinical Research, LLC and Trio
MDCI	Aptiv Solutions, Inc. (DBA)

4. Copyrights:

None