

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PRA International Operations, Inc.		12/10/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG, Stamford Branch, as Second Lien Agent
<b>Street Address:</b>	677 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2759033	PRA INTERNATIONAL
Registration Number:	1875684	PRA
Registration Number:	1865068	PRA
Serial Number:	85772809	
Serial Number:	85772786	

**CORRESPONDENCE DATA**

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-318-6493  
 Email: david.adams@thomsonreuters.com  
 Correspondent Name: Robin Riley  
 Address Line 1: 75 East 55th Street  
 Address Line 2: Paul Hastings LLP  
 Address Line 4: New York, NEW YORK 10022

OP \$140.00 2759033

NAME OF SUBMITTER:	Robin Riley
Signature:	/david adams TR/
Date:	12/14/2012
<b>Total Attachments: 8</b> source=PRA - Second Lien Trademark Security Agreement with Cover Page (Executed)#page1.tif source=PRA - Second Lien Trademark Security Agreement with Cover Page (Executed)#page2.tif source=PRA - Second Lien Trademark Security Agreement with Cover Page (Executed)#page3.tif source=PRA - Second Lien Trademark Security Agreement with Cover Page (Executed)#page4.tif source=PRA - Second Lien Trademark Security Agreement with Cover Page (Executed)#page5.tif source=PRA - Second Lien Trademark Security Agreement with Cover Page (Executed)#page6.tif source=PRA - Second Lien Trademark Security Agreement with Cover Page (Executed)#page7.tif source=PRA - Second Lien Trademark Security Agreement with Cover Page (Executed)#page8.tif	

**Second Lien Trademark Security Agreement**

**Second Lien Trademark Security Agreement**, dated as of December 10, 2012, by PRA International Operations, Inc. (the “Pledgor”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (the “Credit Agreement”) (in such capacity, the “Second Lien Agent”).

**WITNESSETH:**

WHEREAS, the Pledgor is party to an Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Second Lien Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Second Lien Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Second Lien Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Second Lien Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due and unasserted expense reimbursement obligations) and termination of the Security Agreement, the Second Lien Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 10, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), by and between UBS AG, Stamford Branch, as First Lien Agent, and UBS AG, Stamford Branch, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


PRA INTERNATIONAL OPERATIONS, INC.


By:   
Name: Linda Baddour  
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004919 FRAME: 0377**

UBS AG, STAMFORD BRANCH,  
as Administrative Agent



By:   
Name: Lana Gifas  
Title: Director

By:   
Name: Joselin Fernandes  
Title: Associate Director

**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

Registrations:




Owner	Registration Number	Trademark
PRA International Operations, Inc.	2759033	PRA INTERNATIONAL
PRA International Operations, Inc.	1875684	PRA & Design 
PRA International Operations, Inc.	1865068	PRA
PRA International Operations, Inc.	Unregistered	PRA & Design 
PRA International Operations, Inc.	Pending – Serial No. 85772809	Transparent Butterfly
PRA International Operations, Inc.	Pending – Serial No. 85772786	Solid Butterfly

Intent to Use Trademark Applications: None

Licenses: None.

**OTHER TRADEMARKS:**

Registrations:

Owner	Registration No.	Country/State	Trademark
PRA International Operations, Inc.	932729	Australia	PRA
PRA International Operations, Inc.	932728	Australia	PRA& DESIGN 
PRA International Operations, Inc.	932725	Australia	PRA INTERNATIONAL
PRA International Operations, Inc.	1491342	Australia	PRA & Design 
PRA International Operations, Inc.	TMA624569	Canada	PRA INTERNATIONAL
PRA International Operations, Inc.	TMA452529	Canada	PRA
PRA International Operations, Inc.	TMA456278	Canada	PRA & DESIGN 



Owner	Registration No.	Country/State	Trademark
PRA International Operations, Inc.	Pending 1,592,169	Canada	PRA & Design 
PRA International Operations, Inc.	2909281	European Union (Community Trademarks)	PRA
PRA International Operations, Inc.	2907715	European Union (Community Trademarks)	PRA & DESIGN 
PRA International Operations, Inc.	2906352	European Union (Community Trademarks)	PRA INTERNATIONAL
PRA International Operations, Inc.	Pending 010987188	European Union (Community Trademarks)	PRA & DESIGN 

Applications: None.

Licenses: None.