

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VINCE & ASSOCIATES CLINICAL RESEARCH, INC.		12/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VINCE & ASSOCIATES CLINICAL RESEARCH, LLC		
Street Address:	10103 METCALF AVE.		
City:	OVERLAND PARK		
State/Country:	KANSAS		
Postal Code:	66212		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4137145	THE PHYSICIAN RESEARCH MODEL	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	816.842.8600		
Email:	TRADEMARK@STINSON.COM		
Correspondent Name:	STINSON MORRISON HECKER LLP		
Address Line 1:	1201 WALNUT STREET, SUITE 2900		
Address Line 2:	STINSON TRADEMARK ADMINISTRATOR		
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	0810112-0005		
NAME OF SUBMITTER:	CYNTHIA MAUST		
Signature:	/CYNTHIA MAUST/		

CH \$40.00 4137145

Date:

05/10/2013

Total Attachments: 7

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "VINCE & ASSOCIATES CLINICAL RESEARCH, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "VINCE & ASSOCIATES CLINICAL RESEARCH, INC." TO "VINCE & ASSOCIATES CLINICAL RESEARCH, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 5:22 O'CLOCK P.M.

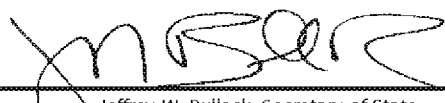
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011.

4449405 8100V

111358689



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9266011

DATE: 12-30-11

TRADEMARK
REEL: 005025 FRAME: 0289

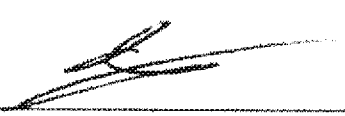
**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT**

- 1.) The jurisdiction where the Corporation first formed is Delaware.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the Corporation first formed is October 30, 2007.
- 4.) The name of the Corporation immediately prior to filing this Certificate is Vince & Associates Clinical Research, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Vince & Associates Clinical Research, LLC.
- 6.) The effective date of this conversion is December 31, 2011.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 30th day of December, 2011.

VINCE & ASSOCIATES CLINICAL RESEARCH, INC.

By: _____


Bradley D. Vince
President

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "VINCE & ASSOCIATES CLINICAL RESEARCH, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 5:22 O'CLOCK P.M.

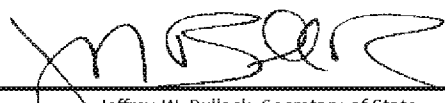
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011.



4449405 8100V

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You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9266011

DATE: 12-30-11

TRADEMARK
REEL: 005025 FRAME: 0291

**CERTIFICATE OF FORMATION
OF
VINCE & ASSOCIATES CLINICAL RESEARCH, LLC**

The undersigned, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act (the "Act"), hereby makes, acknowledges and files this Certificate of Formation:

First: Name. The name of the limited liability company shall be VINCE & ASSOCIATES CLINICAL RESEARCH, LLC (the "Company").

Second: Registered Office. The Company's registered office in the State of Delaware is to be located at 1209 Orange Street, Corporation Trust Center, in the City of Wilmington, Delaware 19801, County of New Castle and its registered agent at such address shall be The Corporation Trust Company.

Third: Purpose. The nature of the business or purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the Act.

Fourth: Membership Interests and Warrants.

(a) Voting Rights. Except as otherwise provided in Section (e) of this Article Fourth, voting power for the election of managers and for all other purposes shall be vested exclusively in the Members. At every meeting of the Members of the Company, each Member shall be entitled to vote in proportion with its percentage of membership interests in the Company ("Membership Interests") on all matters submitted to a vote of the Members.

(b) Distributions. Subject to the rights of warrant holders described in Section (e) of this Article Fourth and any other contractual prohibitions on the ability of the Company to declare and pay distributions, the Members shall be entitled to receive distributions (i) as necessary to meet tax liabilities resulting from flow-through of taxable income from the Company and (ii) also when and as declared out of funds legally available therefor at such times and in such amounts as the Management Board may determine by majority vote in its sole discretion. Subject to the rights of warrant holders described in Section (e) of this Article Fourth, Members shall be entitled to share in such distributions in accordance with the percentage interest owned by such Member.

(c) Liquidation. If any voluntary or involuntary liquidation, dissolution or winding up of the Company occurs, then after payment or provision for payment of the debts and other liabilities of the Company, subject to the rights of warrant holders described in Section (e) of this Article Fourth, the remaining assets of the Company available for distribution to Members shall be distributed ratably to the Members in proportion to their percentage interests in the Company. Neither the merger nor consolidation of the Company, nor the transfer of all or part of its assets, shall be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the Company within the meaning of this Section (c) of Article Fourth.

(d) No Preemptive Rights; No Cumulative Voting. No holder of Membership Interests of the Company or holder of any security or obligation convertible into Membership Interests of the Company shall have any preemptive right whatsoever to subscribe for, purchase or otherwise acquire Membership Interests of the Company, whether now or thereafter authorized; provided that this provision shall not (a) prohibit the Company from granting, contractually or otherwise, to any such holder, rights similar to preemptive rights entitling such holder to purchase additional Membership Interests of the Company or (b) otherwise limit or otherwise modify any rights of any such holder pursuant to any such contract or other agreement. Members of the Company shall not be entitled to cumulative voting of their Membership Interests in elections of managers.

(e) Rights of Warrant Holders. In accordance with the terms of that certain Stock Purchase Warrant, dated December 31, 2010 (together with any further warrants issued pursuant to the terms thereof, the "Warrants"), issued by the Company to Synteract Corporation, prior to the exercise in full or earlier expiration of the Warrants, the holders thereof shall participate in any dividends, distributions (whether liquidating or otherwise) or other payments to Members of the Company on an as-if exercised basis. In addition, the holder(s) of the Warrants shall be entitled to vote on all matters submitted to the Members of the Company on an as-if exercised basis.

(f) Action by Consent. Any action required or permitted to be taken by the holders of Company Membership Interests and Warrants, including but not limited to the election of managers, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holder(s) of Membership Interests and/or Warrants exercisable for Membership Interests having not less than the minimum number of votes that would be necessary to authorize or take action at a meeting at which all shares entitled to vote thereon are present and voted; provided that the holders of Membership Interests shall give the holders of Warrants at least three (3) business days' prior written notice before taking action by written consent.

Fifth: Election of Managers. Elections of managers need not be by ballot unless the Limited Liability Company Agreement of the Company shall so provide.

Sixth: Limited Liability Company Agreement. The Limited Liability Company Agreement of the Company may from time to time be amended or repealed, or a new Limited Liability Company Agreement may be adopted, in any of the following ways: (a) by the holder(s) of a majority of the Membership Interests of the Company and the holder(s) of Warrants exercisable for the majority of Membership Interests issuable upon the exercise in full of the Warrants or (b) by unanimous written consent of the Board of Managers.

Seventh: Number of Managers. The number of managers which shall constitute the whole Management Board of the Company shall be fixed from time to time by, or in the manner provided in, the Limited Liability Company Agreement of the Company or in an amendment thereof unanimously adopted by the Management Board of the Company or by the Members of the Company and holders of Warrants.

Eighth: Member Meetings. Meetings of the Members of the Company may be held within or without the State of Delaware as the Limited Liability Company Agreement of the Company may provide. The books of the Company may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time unanimously by the Management Board of the Company or in the Limited Liability Company Agreement of the Company.

Ninth: Manager Liability. A manager of the Company shall not be personally liable to the Company or its Members for monetary damages for breach of fiduciary duty as a manager, except for liability (a) for any breach of the manager's duty of loyalty to the Company or its Members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) for any transaction from which the manager derived any improper personal benefit.

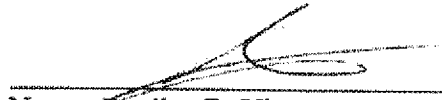
Any repeal or modification of the foregoing provisions of this Article Ninth shall not adversely affect any right or protection of a manager of the Company existing at the time of such repeal or modification.

Tenth: Indemnification. To the fullest extent permitted by applicable law, this Company is also authorized to provide indemnification of (and advancement of expenses to) such agents (and any such other persons to which Delaware law permits this Company to provide indemnification) through Limited Liability Company Agreement provisions, agreements with such agents or other persons, vote of Members or disinterested managers or otherwise, in excess of the indemnification and advancement otherwise permitted by the Act, subject only to limits created by applicable Delaware law (statutory or nonstatutory), with respect to actions for breach of duty to this Company, its Members and others.

Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of a manager, officer, agent or other person existing at the time of, or increase the liability of any manager of this Company with respect to any acts or omissions of such manager, officer or agent occurring prior to such repeal or modification.

Eleventh: Amendments. This Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Formation, in the manner now or hereafter prescribed by statute, and all rights conferred on Members herein are granted subject to this reservation; provided, however, that, notwithstanding any other provision of this Certificate of Formation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of Membership Interests of the Company, the affirmative vote of the holders of Warrants exercisable for a majority of the Membership Interests issuable upon the full exercise of the Warrants shall be required to amend or repeal, or to adopt any provision inconsistent with, Article Third, Sections (a), (b), (c), (e) and (f) of Article Fourth, Articles Sixth, Seventh, Eighth, Ninth or Tenth, or this Article Eleventh.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Formation this 30th day of December, 2011.



Name: Bradley D. Vince
Title: President