

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
CNS Research Science, Inc.		07/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TCF National Bank
Street Address:	800 Burr Ridge Parkway
City:	Burr Ridge
State/Country:	ILLINOIS
Postal Code:	60527
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78934084	CNS
Serial Number:	78934095	CNS
Serial Number:	78934103	CNS
Serial Number:	78934123	CNS
Serial Number:	77547388	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	77547401	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	77547413	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	77547419	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	77547432	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	77547437	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934129	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934134	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934139	CNS COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934161	CNS COMPREHENSIVE NEUROSCIENCE

CH \$665.00 78934084

Serial Number:	85348733	COMPREHENSIVE CLINICAL DEVELOPMENT
Serial Number:	85348738	COMPREHENSIVE CLINICAL DEVELOPMENT
Serial Number:	85348740	COMPREHENSIVE CLINICAL DEVELOPMENT
Serial Number:	85201170	COMPREHENSIVE CLINICAL DEVELOPMENT
Serial Number:	85201172	COMPREHENSIVE CLINICAL DEVELOPMENT
Serial Number:	85201174	COMPREHENSIVE CLINICAL DEVELOPMENT
Serial Number:	78934029	COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934045	COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934053	COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934060	COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934071	COMPREHENSIVE NEUROSCIENCE
Serial Number:	78934077	COMPREHENSIVE NEUROSCIENCE

**CORRESPONDENCE DATA**

Fax Number: 3122585700  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-258-5724  
Email: cbollinger@schiffhardin.com  
Correspondent Name: Chris L. Bollinger  
Address Line 1: P.O. Box 06079  
Address Line 2: Schiff Hardin LLP  
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 41357-0003

NAME OF SUBMITTER: Chris L. Bollinger

Signature: /Chris L. Bollinger/

Date: 07/25/2013

**Total Attachments: 8**

source=7-25- CNS Trademark Security Agreement#page1.tif  
source=7-25- CNS Trademark Security Agreement#page2.tif  
source=7-25- CNS Trademark Security Agreement#page3.tif  
source=7-25- CNS Trademark Security Agreement#page4.tif  
source=7-25- CNS Trademark Security Agreement#page5.tif  
source=7-25- CNS Trademark Security Agreement#page6.tif  
source=7-25- CNS Trademark Security Agreement#page7.tif  
source=7-25- CNS Trademark Security Agreement#page8.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 19, 2013, is made by CNS Research Science, Inc., a Delaware corporation (the "Company"), in favor of TCF National Bank (the "Lender").

### RECITALS

WHEREAS, the Company, CRA Intermediate Holdings, Inc., a Delaware corporation ("CRA Holdings"), Clinical Research Advantage, Inc., an Arizona corporation ("CRA"), Innova Holdings, Inc., a Delaware corporation ("RR Holdings"), Radiant Research, Inc., a Delaware corporation ("RR"; the Company, CRA Holdings, CRA, RR Holdings and RR are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), and the Lender are parties to a Credit Agreement dated as of September 18, 2012 (as amended by that Amendment No. 1 to Credit Agreement (the "Amendment"), and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make certain loans to CRA and RR;

WHEREAS, the Obligors and the Lender are parties to a Security Agreement dated as of September 18, 2012 (as amended by the Amendment, and as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, the Company has granted to the Lender a security interest in substantially all the assets of the Company, including, with the exception of the Excluded Property, all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Lender a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such

licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

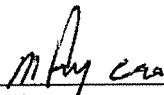
provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement and the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Credit Agreement or the Security Agreement, the Credit Agreement or the Security Agreement, respectively, will govern. Each of the Company and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

**CNS RESEARCH SCIENCE, INC.**

By:   
Name: Mark Hanley  
Title: Chief Executive Officer

Acknowledged and agreed to:

**TCF NATIONAL BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**CNS RESEARCH SCIENCE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to:

**TCF NATIONAL BANK**

By: Thomas G. Karle  
Name: THOMAS G. KARLE  
Title: SVP

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
CNS	U.S	78934084	20-JUL-2006	3431297	20-MAY-2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS	U.S.	78934095	20-JUL-2006	3431298	20-MAY-2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS	U.S	78934103	20-JUL-2006	3431299	20-MAY-2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS	U.S	78934123	20-JUL-2006	3431300	20-MAY-2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	77547388	14-AUG-2008	3966684	24-MAY-2011	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	77547401	14-AUG-2008	3962188	17-MAY-2011	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	77547413	14-AUG-2008	3962189	17-MAY-2011	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	77547419	14- AUG- 2008	3962190	17- MAY- 2011	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	77547432	14- AUG- 2008	3966685	24- MAY- 2011	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	77547437	14- AUG- 2008	4084213	10- JAN- 2012	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	78934129	20- JUL- 2006	3449533	17- JUN- 2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	78934134	20- JUL- 2006	3449534	17- JUN- 2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	78934139	20- JUL- 2006	3449535	17- JUN- 2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
CNS COMPREHENSIVE NEUROSCIENCE	U.S.	78934161	20- JUL- 2006	3449536	17- JUN- 2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE CLINICAL DEVELOPMENT	U.S.	85348733	17- JUN- 2011	4156802	12- JUN- 2012	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.



Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
COMPREHENSIVE CLINICAL DEVELOPMENT	U.S.	85348738	17-JUN-2011	4156803	12-JUN-2012	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE CLINICAL DEVELOPMENT	U.S.	85348740	17-JUN-2011	4156804	12-JUN-2012	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE CLINICAL DEVELOPMENT	U.S.	85201170	17-DEC-2010	4155886	05-JUN-2012	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE CLINICAL DEVELOPMENT	U.S.	85201172	17-DEC-2010	4148011	22-MAY-2012	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE CLINICAL DEVELOPMENT	U.S.	85201174	17-DEC-2010	4155887	05-JUN-2012	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE NEUROSCIENCE	U.S.	78934029	20-JUL-2006	3500478	09-SEP-2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE NEUROSCIENCE	U.S.	78934045	20-JUL-2006	3500479	09-SEP-2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE NEUROSCIENCE	U.S.	78934053	20-JUL-2006	3500480	09-SEP-2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
COMPREHENSIVE NEUROSCIENCE	U.S.	78934060	20- JUL- 2006	3500481	09- SEP- 2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE NEUROSCIENCE	U.S.	78934071	20- JUL- 2006	3500482	09- SEP- 2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.
COMPREHENSIVE NEUROSCIENCE	U.S.	78934077	20- JUL- 2006	3500483	09- SEP- 2008	Registered	COMPREHENSIVE CLINICAL DEVELOPMENT, INC.