

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		09/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ReSearch Pharmaceutical Services, Inc.		
Street Address:	520 Virginia Drive		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3891817	RPS RESEARCH PHARMACEUTICAL SERVICES, IN	
Registration Number:	3891818	RPS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039112-0049		
NAME OF SUBMITTER:	Angela M. Amaru		

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Signature:	/s/ Angela M. Amaru
Date:	09/24/2013
Total Attachments: 3 source=RPS Trademark Release 039112-0049#page1.tif source=RPS Trademark Release 039112-0049#page2.tif source=RPS Trademark Release 039112-0049#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of September 23, 2013 by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for the Lenders and the L/C Issuers (together with any successors and permitted assigns thereto in such capacity, the "Administrative Agent"), in favor of RESEARCH PHARMACEUTICAL SERVICES, INC. (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent entered into that certain Guaranty and Security Agreement, dated as of February 18, 2011 (the "Security Agreement"), pursuant to which Grantor executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of February 18, 2011 (the "Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 18, 2011 at reel/frame number 004482/0295;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Administrative Agent desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

The term "Trademark Collateral," as used herein, shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all registrations and recordations thereof and all applications in connection therewith ("Trademarks"), including, without limitation, those referred to on Schedule 1 hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

The Administrative Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Administrative Agent in, to or under the Trademark Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent**

By: Andrew Moore

Name: Andrew Moore

Title: Duly Authorized Signatory


Schedule 1

To

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

Owner: ReSearch Pharmaceutical Services, Inc.

	Trademark/ Image	Application Number Registration Number	Application Date Registration Date	Status
1.	RPS Research Pharmaceutical Services, Inc. 	77723301 3891817	4/27/2009 12/21/2010	REGISTERED
2.	RPS	77723318 3891818	4/27/2009 12/21/2010	REGISTERED

Trademark Applications:

None