

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novella Clinical Inc.		10/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	1111 Fannin Street, 10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3880642	NOVELLA CLINICAL	
Registration Number:	3854556	NOVELLA CLINICAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	c/o Cahill Gordon & Reindel LLP		
Address Line 2:	80 Pine Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
Signature:	/Michael Barys TR/		
Date:	10/17/2013		

OP \$65.00 3880642

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of October 15, 2013, by Novella Clinical Inc. (“Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 8, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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 Grantor hereby pledges and grants to the Administrative 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 Grantor (*provided* that the Trademarks shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the security interest granted hereunder, including without limitation all United States trademark applications that are based on an intent to use, unless and until such time that the security interest will not cause the invalidation, cancellation or abandonment of such trademark application):

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge

Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-stopped (including by "grandfathering" into any future credit facilities), in each case, on terms reasonably satisfactory to the relevant L/C Issuer in its reasonable discretion, or having expired or having been terminated, and the Aggregate Commitments having expired or having been terminated and the termination of the Security Agreement, this Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's obligations and any lien arising therefrom shall be automatically released. Upon any sale or transfer by the Grantor of any Trademark that is permitted under the Credit Agreement (other than a sale or transfer to another Loan Party), or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Trademark pursuant to Section 10.01 of the Credit Agreement, the security interest in such Trademark shall be automatically released. The Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks, or any of them in the case of a sale or transfer described by the second sentence of this Section 4, under this Trademark Security Agreement.

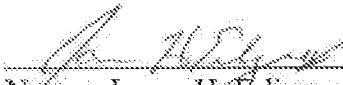
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

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

NOVELLA CLINICAL INC.

By: _____

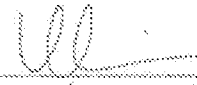

Name: James H. Erlinger

Title: Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

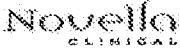
By: 
Name: Vassilios
Title: Executive Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005133 FRAME: 0047

Schedule I
U.S. Trademark Registrations and Use Applications

United States Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	EXP DATE**	COUNTRY	DESCRIPTION
Novella Clinical Inc.	3880642	Nov. 23, 2010	Nov. 23, 2020	U.S.	NOVELLA CLINICAL The design and testing of new products and devices for others on behalf of biotechnology, medical devices and pharmaceutical companies.
Novella Clinical Inc.	3854556	Sep. 28, 2010	Sep. 28, 2020	U.S.	NOVELLA CLINICAL (stylized)  The design and testing of new products and devices for others on behalf of biotechnology, medical devices and pharmaceutical companies.