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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM302816

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keybank National Association		03/10/2014	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	BioClinica, Inc.
Street Address:	826 Newton-Yardley Road
City:	Newton
State/Country:	PENNSYLVANIA
Postal Code:	18940
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3204535	POWERED BY TRANSENDA CENTRAL
Registration Number:	3584675	PLUG-AND-PROCESS
Registration Number:	3596118	CLINBUS
Registration Number:	2794093	TRANSENDA CENTRAL
Registration Number:	3322468	ECRI-AIMS
Registration Number:	3226741	AIMS.NET
Registration Number:	1912827	BONA FIDE
Registration Number:	1815244	
Registration Number:	1389729	AIMS

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1:650 Town Center Drive, Suite 2000Address Line 4:Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 030786-0602

TRADEMARK REEL: 005269 FRAME: 0377

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NAME OF SUBMITTER:	Anna T Kwan	
SIGNATURE:	/atk/	
DATE SIGNED:	04/28/2014	
Total Attachments: 4		
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source=_154959261Trademark Release _BioClinica_#page2.tif		
source=_154959261Trademark Release _BioClinica_#page3.tif		
source=_154959261Trademark Release _BioClinica_#page4.tif		

TRADEMARK REEL: 005269 FRAME: 0378

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of March 10, 2014, from KEYBANK NATIONAL ASSOCIATION, as administrative agent (the "<u>Administrative Agent</u>") to BIOCLINICA, INC., a Delaware corporation located at 826 Newton-Yardley Road, Newton, Pennsylvania, 18940 ("<u>Grantor</u>").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of March 13, 2013 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), a continuing security interest in all right, title and interest of the Grantor (the "Security Interest") was granted by the Grantor to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement between the Administrative Agent and Grantor dated March 13, 2013 (the "<u>Trademark Security Agreement</u>"), Grantor by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 19, 2013, at Reel 4985 and Frame 0175; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of the Secured Obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void
- 3. <u>Further Assurances</u>. The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Trademark Termination and Release

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with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Security Interest in the Trademark Collateral by the Administrative Agent. The Administrative Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the Security Interest in the Trademark Collateral which had been granted under the Trademark Security Agreement.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

KEYBANK NATIONAL ASSOCIATION

Name: Peter W. Richer

Title: Director

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TRADEMARK
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Schedule A

U.S. Trademarks

Trademark	Registration No.
POWERED BY TRANSENDA CENTRAL	3204535
PLUG-AND-PROCESS	3584675
CLINBUS	3596118
TRANSENDA CENTRAL	2794093
ECRI-AIMS	3322468
AIMS.NET	3226741
BONA FIDE	1912827
Design Only	1815244
AIMS	1389729

RECORDED: 04/28/2014

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