

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM302821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Keybank National Association		03/10/2014	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Oak Research, Inc.		
<b>Street Address:</b>	826 Newton-Yardley Road		
<b>City:</b>	Newton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18940		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3819389	BIOCLINICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	030786-0602		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	04/28/2014		
<b>Total Attachments: 4</b>			
source=_15510577__1__ Trademark Release _Red Oak_#page1.tif			
source=_15510577__1__ Trademark Release _Red Oak_#page2.tif			
source=_15510577__1__ Trademark Release _Red Oak_#page3.tif			
source=_15510577__1__ Trademark Release _Red Oak_#page4.tif			

OP \$40.00 3819389

## 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 "Administrative Agent") to RED OAK RESEARCH, INC., a Delaware corporation located at located at 826 Newton-Yardley Road, Newton, Pennsylvania, 18940 ("Grantor").

### 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 "Trademark Security Agreement"), 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 at the United States Patent and Trademark Office on March 19, 2013 at Reel 4985 Frame 0162.

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. Definitions. 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 "Trademark" shall have the meaning provided by reference in the Security Agreement and Trademark Security Agreement.

2. Release of Security Interest. 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. Further Assurances. The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Trademark Termination and Release

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.

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

By: 

---

Name: Peter W. Richer  
Title: Director

Schedule A

U.S. Trademarks

<b>Trademark</b>	<b>Registration No.</b>
BIOCLINICA	3819389