TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BioClinica, Inc.		03/10/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as First Lien Collateral Agent
Street Address:	Eleven Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	the Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4123928	C
Registration Number:	3762371	RADPHARM
Registration Number:	3584675	PLUG-AND-PROCESS
Registration Number:	3596118	CLINBUS
Registration Number:	2794093	TRANSENDA CENTRAL
Registration Number:	3819389	BIOCLINICA
Registration Number:	1912827	BONA FIDE
Registration Number:	1815244	

OP $215.00 4123928

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 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0602
NAME OF SUBMITTER:	Anna T Kwan

SIGNATURE:	/atk/
DATE SIGNED:	04/28/2014

Total Attachments: 6

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Execution Version

Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 10, 2014, (this "**Agreement**"), among each of the undersigned grantors (individually, an "**Grantor**", and, collectively, the "**Grantors**") and CREDIT SUISSE AG, as First Lien Collateral Agent (in such capacity, together with its successors and assigns, the "**First Lien Collateral Agent**").

WHEREAS, Parent Borrower, Holdings (solely for purposes of Section 7.10 thereof), Synarc A/S, Center for Clinical and Basic Research A/S, the Lenders party thereto, Credit Suisse AG, as Administrative Agent (together with its successors and assigns, the "**Administrative Agent**"), and the other parties from time to time party thereto have entered into the First Lien Credit Agreement dated as of March 10, 2014 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that First Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "**Security Agreement**") dated as of March 10, 2014, among Synarc-BioCore Holdings, LLC, (the "**Parent Borrower**"), Synarc-BioCore Intermediate Holdings, LLC ("**Holdings**"), the other Subsidiary Parties named therein and CREDIT SUISSE AG, as First Lien Collateral Agent (together with its successors and assigns, the "**First Lien Collateral Agent**") pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the First Lien Collateral Agent for the benefit of the Secured Parties as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the First Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First Lien Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Assignor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank]

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

BIOCLINICA, INC.

By: _____
Name: Mark Weinstein
Title: President

SYNARC, INC.

By: _____
Name: Ted Kaminer
Title: Secretary & Treasurer

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

BIOCLINICA, INC.

By: _____
Name: Mark Weinstein
Title: President

SYNARC, INC.

By: _____
Name: Ted Kaminer
Title: Secretary & Treasurer

[First Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as First Lien Collateral Agent

By: _____
Name: BILL O'DALY
Title: AUTHORIZED SIGNATORY

By: _____
Name: **Sally Reyes**
Title: **Authorized Signatory**

[First Lien Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status
C with Half Circle Logo	4123928	4/10/2012	BioClinica, Inc. (as successor to CoreLab Partners, Inc.)	Registered
RADPHARM	3762371	3/23/2010	BioClinica, Inc. (as successor to CoreLab Partners, Inc.)	Registered
PLUG-AND-PROCESS	3584675	3/3/2009	BioClinica, Inc.	Registered
CLINBUS	3596118	3/24/2009	BioClinica, Inc.	Registered
TRANSENDA CENTRAL	2794093	12/16/2003	BioClinica, Inc.	Registered
BIOCLINICA	3819389	7/13/2010	BioClinica, Inc. (as successor to Red Oak Research, Inc.)	Registered
BONA FIDE	1912827	8/15/1995	BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.)	Registered
	1815244	1/4/1994	BioClinica, Inc. (as successor to Bio-Imaging Technologies, Inc.)	Registered
STUDYVIEW	(86000857)	7/2/2013	BioClinica, Inc.	Pending
Synarc	2491153	9/18/2001	Synarc Inc.	Registered
Synaflexer	3213204	2/27/2007	Synarc Inc.	Registered
Start Here, Finish First	3372298	1/22/2008	Synarc Inc.	Registered
Mark: Globe and Caret Design	3372606	1/22/2008	Synarc Inc.	Registered