

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM323372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inc Research, LLC, as Grantor		11/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2922548	INC RESEARCH	
Registration Number:	4306597	INCVISION	
Registration Number:	3961733	INC RESEARCH	
Registration Number:	3435125	PLANACTIVATION	
Registration Number:	3435126	PROGRAMACCELERATE	
Registration Number:	3435129	QUALITYFINISH	
Registration Number:	3435127	QUICKSTART	
Registration Number:	3435124	THE TRUSTED PROCESS	
Serial Number:	86263319		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		

OP \$240.00 2922548

SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	11/17/2014
Total Attachments: 6 source=10 Trademark Security Agreement (2)#page1.tif source=10 Trademark Security Agreement (2)#page2.tif source=10 Trademark Security Agreement (2)#page3.tif source=10 Trademark Security Agreement (2)#page4.tif source=10 Trademark Security Agreement (2)#page5.tif source=10 Trademark Security Agreement (2)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2014 (“Trademark Security Agreement”), made by INC Research, LLC, a Delaware limited liability company, located at 3201 Beechleaf Court, Suite 600, Raleigh, North Carolina (the “Grantor”), is in favor of GOLDMAN SACHS BANK USA, a New York state chartered bank, located at 200 West Street, New York, New York 10282, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of November 13, 2014 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent and GOLDMAN SACHS BANK USA, as administrative agent (in such capacity, the “Administrative Agent”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property 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”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including in any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and

accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d); and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

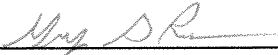
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

INC RESEARCH, LLC

By: 

Name: Gregory S. Rush

Title: Chief Financial Officer



Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: Charles D. Johnston
Name:
Title: Charles D. Johnston
Authorized Signatory

TRADEMARKS

Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
INC Research, LLC	2,922,548	2/01/2005	
INC Research, LLC	4,306,597	3/19/2013	
INC Research, LLC	3,961,733	5/17/2011	INC RESEARCH
INC Research, LLC	3,435,125	5/27/2008	PLAN ACTIVATION
INC Research, LLC	3,435,126	5/27/2008	PROGRAMACCELERATE
INC Research, LLC	3,435,129	5/27/2008	QUALITYFINISH
INC Research, LLC	3,435,127	5/27/2008	QUICKSTART
INC Research, LLC	3,435,124	5/27/2008	THE TRUSTED PROCESS

Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
INC Research, LLC	86-263,319	4/25/2014	