

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quintiles Transnational Corp.		01/31/2015	CORPORATION: NORTH CAROLINA
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	
Serial Number:	86447727	FROM PIPELINE TO PORTFOLIO TO POPULATION	
Serial Number:	86447722	IMPROVE YOUR PROBABILITY OF SUCCESS	
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:	Elaine Carrera, 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:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	02/12/2015		
Total Attachments: 6			
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source=Trademark Security Agreement (2015 Annual Update) - as Executed by Quintiles#page2.tif			
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source=Trademark Security Agreement (2015 Annual Update) - as Executed by Quintiles#page4.tif			

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Quintiles Transnational Corp.

- Individual(s)
- Partnership
- Corporation- State: NC
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 31, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as administrative agent

Street Address: 1111 Fannin Street, 10th Floor

City: Houston

State: TX

Country: USA Zip: 77002

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

February 10, 2015
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of January 31, 2015, by QUINTILES TRANSNATIONAL CORP. (“**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, 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 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, 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. 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 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 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 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.

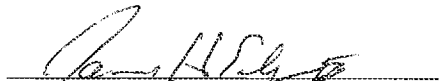
SECTION 4. Termination. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise backstopped (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 Grantor’s obligations and any lien arising therefrom shall be automatically released. Upon any sale or transfer by 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 Grantor, execute, acknowledge, and deliver to 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, 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.

QUINTILES TRANSNATIONAL CORP.,
as Grantor

By: 
Name: James H. Eringer III
Title: Executive Vice President,
General Counsel and Secretary

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

By: 
Name: Vanessa Chiu
Title: **Executive Director**

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005459 FRAME: 0051

Schedule I
U.S. Trademark Registrations and Use Applications

United States Registrations: None.

United States Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	DESCRIPTION
Quintiles Transnational Corp.	86/447,727	11/07/2014	FROM PIPELINE TO PORTFOLIO TO POPULATION HEALTH
Quintiles Transnational Corp.	86/447,722	11/07/2014	IMPROVE YOUR PROBABILITY OF SUCCESS