

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPI Research, Inc.		01/27/2016	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4555434	GOT SCIENCE?	
Registration Number:	4111893		
Registration Number:	4111894		
Registration Number:	4111896		
Registration Number:	4111897		
Registration Number:	4111898		
Registration Number:	4111903	CUSTOMIZED, RESPONSIVE, AND ON-TIME.	
Registration Number:	4156908		
Registration Number:	4156909		
Registration Number:	4156910		
Registration Number:	4265318		
Registration Number:	3975876	MPI RESEARCH CUSTOMIZED. RESPONSIVE. ON-	
Registration Number:	3975877	MPI RESEARCH	
Registration Number:	4046299	MPI RESEARCH CUSTOMIZED. RESPONSIVE. ON-	
Registration Number:	3975873	CUSTOMIZED. RESPONSIVE. ON-TIME.	
Registration Number:	3975874	MPI RESEARCH CUSTOMIZED. RESPONSIVE. ON-	
Registration Number:	2136645	MPI RESEARCH	
CORRESPONDENCE DATA			

CH \$440.00 4555434

Fax Number: 2123037064

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.

Phone: 2123186824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	93972.00003
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NAME OF SUBMITTER:	Christine Dionne
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SIGNATURE:	/Christine Dionne/
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DATE SIGNED:	01/27/2016
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 27, 2016, is made by MPI Research, Inc., a Michigan corporation (the “**Grantor**”), in favor of SunTrust Bank, as Administrative Agent for the banks and other financial institutions (the “**Lenders**”) under the Guarantee and Collateral Agreement referred to below (the “**Administrative Agent**”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Grantor, the Administrative Agent and certain other parties thereto, in order to secure payments of certain Obligations (as defined in the Guarantee and Collateral Agreement), the Grantor has granted to the Administrative Agent a continuing security interest in and to all of its trademarks and trademark applications, including, without limitation, the trademarks listed on Schedule I hereto, to the extent the same constitute Collateral (as defined in the Guarantee and Collateral Agreement) (the “**Trademark Collateral**”). Until the satisfaction by payment in full of the Obligations and the termination of the Commitments (as described and defined in the Guarantee and Collateral Agreement), the Administrative Agent shall retain its security interest in the Trademark Collateral granted herein and in the Guarantee and Collateral Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Guarantee and Collateral Agreement, the parties hereby agree as follows:

Grant. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grant the Administrative Agent a lien on and security interest in, all of their right, title and interest in, to and under the Trademark Collateral (including (i) all reissues, continuations, renewals or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral, and (iii) all products and proceeds of the foregoing). For the avoidance of doubt, notwithstanding any other provision of this Agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Property (as defined in the Guarantee and Collateral Agreement).

Conflicts. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon satisfaction by payment in full of the Obligations and the termination of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions

reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

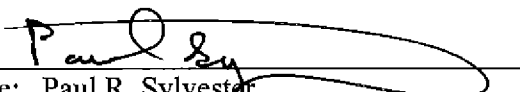
Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

Counterparts. This Agreement may be executed by one or more of the parties to this 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 Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.


[Signature Pages Follow]

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 set forth above.






MPI RESEARCH, INC., as Grantor

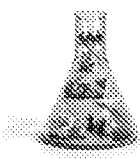
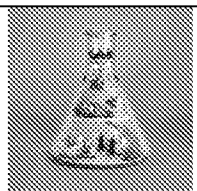
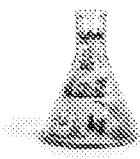
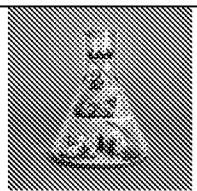
By: 
Name: Paul R. Sylvester
Title: Chief Financial Officer




ACCEPTED AND ACKNOWLEDGED BY:
SUNTRUST BANK,
as Administrative Agent

By: 
Name: Ben Cumming
Title: Director

Schedule I*U.S. Trademark Registrations*

<u>Trademark</u>	<u>Country/ State</u>	<u>Status</u>	<u>Appl. No.</u> <u>Filing date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Owner</u>
GOT SCIENCE?	US	Registered	86100127 10/24/2013	4555434 6/24/2014	MPI Research, Inc.
	US	Registered	85386034 8/01/2011	4111893 3/13/2012	MPI Research, Inc.
	US	Registered	85386044 8/01/2011	4111894 3/13/2012	MPI Research, Inc.
	US	Registered	85386055 8/01/2011	4111896 3/13/2012	MPI Research, Inc.
	US	Registered	85386069 8/01/2011	4111897 3/13/2012	MPI Research, Inc.
	US	Registered	85386080 8/01/2011	4111898 3/13/2012	MPI Research, Inc.
CUSTOMIZED, RESPONSIVE, AND ON- TIME.	US	Registered	85386145 8/01/2011	4111903 3/13/2012	MPI Research, Inc.

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	US	Registered	85386107 8/01/2011	4156908 6/12/2012	MPI Research, Inc.
	US	Registered	85386121 8/01/2011	4156909 6/12/2012	MPI Research, Inc.
	US	Registered	85386137 8/01/2011	4156910 6/12/2012	MPI Research, Inc.
	US	Registered	85386088 8/01/2011	4265318 12/25/2012	MPI Research, Inc.
MPI Customized. RESEARCH Responsive. On-Time.	US	Registered	85047978 5/26/2010	3975876 6/07/2011	MPI Research, Inc.
MPI RESEARCH	US	Registered	85047981 5/26/2010	3975877 6/07/2011	MPI Research, Inc.

<u>Trademark</u>	<u>Country/ State</u>	<u>Status</u>	<u>Appl. No.</u> <u>Filing date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Owner</u>
	US	Registered	85047977 5/26/2010	4046299 10/25/2011	MPI Research, Inc.
CUSTOMIZED. RESPONSIVE. ON-TIME.	US	Registered	85047345 5/25/2010	3975873 6/07/2011	MPI Research, Inc.
	US	Registered	85047353 5/25/2010	3975874 6/07/2011	MPI Research, Inc.
	US	Registered	75108004 5/22/1996	2136645 2/17/1998	MPI Research, Inc.