# OP \$40,00 2258

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | EW ASSIGNMENT   |  |
|-----------------------|---|--|
| NATURE OF CONVEYANCE: | Termination of Security Interests in Trademarks (Second Lien) |  |

## **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type  |
|--|----------|----------------|--------------|
| Citicorp North America, Inc., as<br>Collateral Agent |          | 05/18/2007     | CORPORATION: |

## **RECEIVING PARTY DATA**

| Name:             | Quintiles Transnational Corp.  |  |
|-------------------|--------------------------------|--|
| Street Address:   | 4709 Creekstone Drive          |  |
| Internal Address: | Riverbirch Building, Suite 200 |  |
| City:             | Durham                         |  |
| State/Country:    | NORTH CAROLINA                 |  |
| Postal Code:      | 27703                          |  |
| Entity Type:      | CORPORATION: NORTH CAROLINA    |  |

#### PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark         |  |
|----------------------|---------|-------------------|--|
| Registration Number: | 2258602 | Q THE LEWIN GROUP |  |

#### **CORRESPONDENCE DATA**

Fax Number: (919)821-6800

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9198211220

Email: rrehm@smithlaw.com

Correspondent Name: T. Robert Rehm, Jr.

Address Line 1: 2500 Wachovia Capitol Center

Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER: 4778.14

NAME OF SUBMITTER: T. Robert Rehm, Jr.

Signature: /rrehm/

TRADEMARK REEL: 003555 FRAME: 0665

| Date:  | 06/06/2007 |
|--|------------|
| Total Attachments: 3<br>source=q2nd_20070606103055#page1.tif<br>source=q2nd_20070606103055#page2.tif<br>source=q2nd_20070606103055#page3.tif |            |

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# TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

This TERMINATION OF SECURITY INTERESTS IN TRADEMARKS, dated as of the 18th day of May, 2007, is made by CITICORP NORTH AMERICA, INC., in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, QUINTILES TRANSNATIONAL CORP. ("Grantor") has pursuant to the Second Lien Security Agreement dated as of March 31, 2006 (the "Security Agreement"), granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the rights, title and interest of Grantor, in, to and under the Collateral, including with respect thereto its trademarks, which include the trademarks shown on the attached Schedule A (the "Released Trademarks"), and in connection therewith, has executed a Trademark Security Agreement in favor of the Collateral Agent that was recorded with the United States Patent and Trademark Office on April 4, 2006, at Reel 3282, Frame 0260; and

WHEREAS, the Collateral Agent has not assigned its security interests in and to all of the rights, title and interest of Grantor in the Released Trademarks; and

WHEREAS, the Collateral Agent has agreed to terminate without recourse or warranty and release the aforesaid security interests in and to all of the rights, title and interest of Grantor in the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates without recourse or warranty and releases for the benefit of Grantor, and its successors in interest, all mortgages, liens, encumbrances and security interests granted to the Collateral Agent specifically, including without limitation, under the Security Agreement, in and to:

- 1. all rights, title and interest of Grantor in the Released Trademarks; and
- 2. all goodwill of the business connected with the use of, and symbolized by, the Released Trademarks; and
- 3. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement, dilution or other misappropriation of each of the Released Trademarks; and (ii) injury to the goodwill associated with the Released Trademarks;

which such release and termination specifically includes, without limitation, the security interests granted pursuant to the Trademark Security Agreement in favor of the Collateral Agent as to the Released Trademarks identified on the attached <u>Schedule A</u>, recorded with the United States Patent and Trademark Office on April 4, 2006, at Reel 3282, Frame 0260. Collateral Agent

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confirms that it has not assigned its security interests in and to all of the rights, title and interest of Grantor in the Released Trademarks.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interests in Trademarks to be duly executed as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,

as Collateral Agent

By:

Name: James M. Bucha

Title: Vice President

# Schedule A

| Mark                         | Registration<br>No. | Registration Date | Country       |
|------------------------------|---------------------|-------------------|---------------|
| Q THE LEWIN GROUP (Stylized) | 2,258,602           | 7/06/1999         | United States |
| LEWIN                        | 87042               | 3/23/01           | Australia     |
|                              |                     |                   |               |

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RECORDED: 06/06/2007