# 510

# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Campbell Alliance Group, Inc.		102/11/2011	CORPORATION: NORTH CAROLINA	
Pharmaceutical Institute, Inc.		102/11/2011	CORPORATION: NORTH CAROLINA	

# **RECEIVING PARTY DATA**

Name:	Citibank, N.A., as Administrative Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: NEW YORK		

# PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76267510	CAMPBELLALLIANCE
Serial Number:	76267511	CAMPBELLALLIANCE
Serial Number:	77333859	LAUNCH PLAYBOOK
Serial Number:	77469964	CAMPBELL ALLIANCE GROUP
Serial Number:	77520436	WINNING LABEL
Serial Number:	77520462	INNOVATION2VALUE
Serial Number:	77777199	MANAGED MARKETS EXCELLENCE
Serial Number:	77720377	KNOWLEDGE FOR ACTION

#### **CORRESPONDENCE DATA**

Fax Number: (800)516-6304

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

Phone: 614-280-3562

TRADEMARK REEL: 004481 FRAME: 0947

900184395

Email: ted.mulligan@wolterskluwer.com Correspondent Name: Ted Mulligan Address Line 1: 4400 Easton Commons Way Address Line 2: Suite 125 Address Line 4: Columbus, OHIO 43219 ATTORNEY DOCKET NUMBER: 8074918 NAME OF SUBMITTER: Ted Mulligan Signature: ted/mulligan/ Date: 02/17/2011 **Total Attachments: 6** source=Trademark Sec Agt 2011-02-11 #page2.tif source=Trademark Sec Agt 2011-02-11 #page3.tif source=Trademark Sec Agt 2011-02-11 #page4.tif source=Trademark Sec Agt 2011-02-11 #page5.tif source=Trademark Sec Agt 2011-02-11 #page6.tif source=Trademark Sec Agt 2011-02-11 #page7.tif

### Trademark Security Agreement

Trademark Security Agreement, dated as of February 11, 2011, by Campbell Alliance Group, Inc. and Pharmaceutical Institute, Inc. (individually, a "New Grantor", and, collectively, the "New Grantors"), in favor of CITIBANK, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent").

# WITNESSETH:

WHEREAS, the New Grantors have executed a Security Agreement Supplement dated as of the date hereof to become Grantors under the Security Agreement, dated as of August 4, 2010 (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 the New Grantors are 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, the New Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. Each New 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 such New Grantor:

- (a) Trademarks of such New Grantor listed on Schedule 1 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 New Grantors hereby acknowledge and affirm 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. <u>Termination</u>. 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)

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having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-stopped (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, the Administrative Agent shall, at the expense of such New Grantor, execute, acknowledge, and deliver to the New Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations and letter of credit obligations that have been cash-collateralized in a manner reasonably satisfactory to the Administrative Agent and the L/C Issuer).

SECTION 5. <u>Counterparts</u>. 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, each New 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.

CAMPBELL ALLIANCE GROUP, INC.

Name:

Title:

[Signature Page to Trademark Security Agreement]

PHARMACEUTICAL INSTITUTE, INC.

By:

Name: Title:

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[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 004481 FRAME: 0952

CITIBANK, N.A., as Administrative Agent

By:

Name:/ Title: David Leland Vice President

[Trademark Security Agreement]

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# Schedule I Trademark Registrations and Use Applications

Trademark	Owner	Application Number	Registration Number
CAMPBELLALLIANCE	Campbell Alliance Group, Inc.	76267510	2550000
CAMPBELLALLIANCE	Campbell Alliance Group, Inc.	76267511	2550001
LAUNCH PLAYBOOK	Campbell Alliance Group, Inc.	77333859	3498271
CAMPBELL ALLIANCE GROUP	Campbell Alliance Group, Inc.	77469964	3640918
WINNING LABEL	Campbell Alliance Group, Inc.	77520436	3644785
INNOVATION2VALUE	Campbell Alliance Group, Inc.	77520462	3644786
MANAGED MARKETS EXCELLENCE	Pharmaceutical Institute, Inc.	77777199	3738430
KNOWLEDGE FOR ACTION	Pharmaceutical Institute, Inc.	77720377	3759225

[Trademark Security Agreement]

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**RECORDED: 02/17/2011**