

06/08/2011



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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ** see attachment ** previously recorded on Reel 004533 Frame 0027. Assignor(s) hereby confirms the Trademark Security Agreement.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Worldwide Clinical Trials Holdings, Inc.		04/29/2011	CORPORATION: DELAWARE
Worldwide Clinical Trials, Inc.		04/29/2011	CORPORATION: DELAWARE
International Grants Administration, Inc		04/29/2011	CORPORATION: DELAWARE
Worldwide Clinical Trials Holdings II, LLC		04/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
WCT U.S., Inc.		04/29/2011	CORPORATION: DELAWARE
Worldwide Clinical Trials Russia, Inc.		04/29/2011	CORPORATION: DELAWARE
Worldwide Clinical Trials Russia II, LLC		04/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
Worldwide Clinical Trials Russia, LLC		04/29/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Worldwide Clinical Trials US, Inc		04/29/2011	CORPORATION: DELAWARE
IJC Consultants LLC		04/29/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
WCT Drug Development Holdings, Inc.		04/29/2011	CORPORATION: DELAWARE
Worldwide Clinical Trials Drug Development Solutions, Inc.		04/29/2011	CORPORATION: TEXAS

Worldwide Clinical Trials Clinical Research Services, L.L.C.	04/29/2011	LIMITED LIABILITY COMPANY TEXAS
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**RECEIVING PARTY DATA**

<b>Name:</b>	RBS Citizens, N.A., as Agent
<b>Street Address:</b>	28 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77581173	IJC CONSULTANTS
<b>Registration Number:</b>	3842202	EVIDENCE CLINICAL AND PHARMACEUTICAL RESEARCH
<b>Serial Number:</b>	77561171	CSMG CLINICAL STUDIES MANAGEMENT GROUP
<b>Serial Number:</b>	77790207	WCT PHARMA RESOURCING SOLUTIONS
<b>Serial Number:</b>	77964859	WCT RESOURCING SOLUTIONS
<b>Registration Number:</b>	3619881	WCT
<b>Registration Number:</b>	3521264	WORLDWIDE CLINICAL TRIALS

**CORRESPONDENCE DATA**

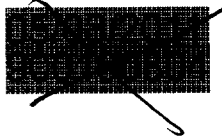
**Fax Number:** (212)377-6076  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful*  
**Phone:** 2125547605  
**Email:** iguevara@mosessinger.com, mmoxie@mosessinger.com  
**Correspondent Name:** Fabian Guevara  
**Address Line 1:** 405 Lexington Avenue  
**Address Line 2:** 12th Floor  
**Address Line 4:** New York, NEW YORK 10174

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1



MRD 5-03-11

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Worldwide Clinical Trials Holdings, Inc.		04/29/2011	CORPORATION, DELAWARE
Worldwide Clinical Trials, Inc.		04/29/2011	CORPORATION: DELAWARE
International Grants Administration, Inc.		04/29/2011	CORPORATION: DELAWARE
Worldwide Clinical Trials Holdings II, LLC		04/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
WCT U S., Inc.		04/29/2011	CORPORATION: DELAWARE
Worldwide Clinical Trials Russia, Inc		04/29/2011	CORPORATION, DELAWARE
Worldwide Clinical Trials Russia, LLC		04/29/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Worldwide Clinical Trials US, Inc.		04/29/2011	CORPORATION: DELAWARE
IJC Consultants LLC		04/29/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
WDC Drug Development Holdings, Inc		04/29/2011	CORPORATION, DELAWARE
Worldwide Clinical Trials Drug Development Solutions, Inc		04/29/2011	CORPORATION, TEXAS
Worldwide Clinical Trials Clinical Research Services, LLC		04/29/2011	LIMITED LIABILITY COMPANY: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	RBS Citizens, N.A., as Agent
<b>Street Address:</b>	28 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

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Property Type	Number	Word Mark
Serial Number:	77581173	IJC CONSULTANTS
Registration Number:	3842202	EVIDENCE CLINICAL AND PHARMACEUTICAL RESEARCH
Serial Number:	77561171	CSMG CLINICAL STUDIES MANAGEMENT GROUP
Serial Number:	77790207	WCT PHARMA RESOURCING SOLUTIONS
Serial Number:	77964859	WCT RESOURCING SOLUTIONS
Registration Number:	3619881	WCT
Registration Number:	3521264	WORLDWIDE CLINICAL TRIALS

**CORRESPONDENCE DATA**

Fax Number: (212)377-6076  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-554-7605  
Email: fguevara@mosessinger.com, mmoore@mosessinger.com  
Correspondent Name: Fabian Guevara  
Address Line 1: 405 Lexington Avenue  
Address Line 2: 12th Floor  
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	013216-0102
NAME OF SUBMITTER:	Fabian Guevara
Signature:	/Fabian Guevara/
Date:	05/03/2011

**Total Attachments: 7**  
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**Attachment to Corrective Assignment to correct the assignment  
previously recorded on Reel 004533 Frame 0027.**

Corrective Assignment to correct the named Grantors by: (a) adding "Worldwide Clinical Trials Russia II, LLC", a Delaware limited liability company, as Grantor; and (b) correcting the name "WDC Drug Development Holdings, Inc.", which appeared as the tenth Grantor in the original assignment, to "WCT Drug Development Holdings, Inc."

## EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of April, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually "Grantor"), and RBS CITIZENS, N.A., in its capacity as administrative agent (together with its successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement referenced below).

## WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the "Credit Agreement") among Worldwide Clinical Trials Holdings, Inc. ("Borrower"), the Guarantors party thereto, the Lenders and Issuing Bank party thereto and Agent, and pursuant to the other Loan Documents, the Secured Parties are willing to make certain financial accommodations available to Borrower and its Affiliates from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations available to Borrower and its Affiliates as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of April 29, 2011 (including all annexes, exhibits or schedules thereto, as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

4. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by any electronic means that reproduces an image of the actual executed signature page shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW.

7. **ENTIRE AGREEMENT.** Except as expressly herein provided, this Trademark Security Agreement and the other Loan Documents constitute the entire agreement among the parties relating to the subject matter hereof. Any previous agreement among the parties with respect to the transactions contemplated hereunder is superseded by this Trademark Security Agreement and the other Loan Documents.

8. **SEVERABILITY.** Any provision of this Trademark Security Agreement that is illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity or enforceability of such provisions in any other jurisdiction. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Trademark Security Agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Trademark Security Agreement, or to otherwise amend this Trademark Security Agreement to achieve such result.

[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.

**GRANTORS:**

**WORLDWIDE CLINICAL TRIALS HOLDINGS, INC.**

By: ET Tritt  
Name: Everett Tritt  
Title: Chief Financial Officer

**WORLDWIDE CLINICAL TRIALS, INC.**

By: ET Tritt  
Name: Everett Tritt  
Title: Chief Financial Officer

**INTERNATIONAL GRANTS ADMINISTRATION, INC.**

By: ET Tritt  
Name: Everett Tritt  
Title: Chief Financial Officer

**WORLDWIDE CLINICAL TRIALS HOLDINGS II, LLC**

By: ET Tritt  
Name: Everett Tritt  
Title: Chief Financial Officer

(SIGNATURE PAGE OF WCT TRADEMARK SECURITY AGREEMENT)

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WCT U.S., INC.

By: ET  
Name: Everett Truitt  
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS RUSSIA, INC.

By: ET  
Name: Everett Truitt  
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS RUSSIA II, LLC

By: ET  
Name: Everett Truitt  
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS RUSSIA, LLC

By: ET  
Name: Everett Truitt  
Title: Chief Financial Officer

WORLDWIDE CLINICAL TRIALS US, INC.

By: ET  
Name: Everett Truitt  
Title: Chief Financial Officer

IIC CONSULTANTS LLC

By: ET  
Name: Everett Truitt  
Title: Chief Financial Officer

[SIGNATURE PAGE OF WCT TRADEMARK SECURITY AGREEMENT]

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**WCT DRUG DEVELOPMENT HOLDINGS, INC.**

By: *ET*  
Name: Everett Truitt  
Title: Chief Financial Officer

**WORLDWIDE CLINICAL TRIALS DRUG DEVELOPMENT SOLUTIONS, INC.**

By: *ET*  
Name: Everett Truitt  
Title: Chief Financial Officer

**WORLDWIDE CLINICAL TRIALS CLINICAL RESEARCH SERVICES, LLC**

By: *ET*  
Name: Everett Truitt  
Title: Chief Financial Officer

[SIGNATURE PAGE OF WCT TRADEMARK SECURITY AGREEMENT]

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**AGENT:**

RBS CITIZENS, N.A.  
as Agent

By: R. Scott Haskell  
Name: R. SCOTT HASKELL  
Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE OF WCT TRADEMARK SECURITY AGREEMENT]

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**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Trademark Name	App No.	Reg No.	Status	Country	File Date	Regis- tration Date	Owner
IJC CONSULTANTS	77/581173		Abandoned	United States of America	29-Sep- 2008		IJC Consultants LLC
EVIDENCE CLINICAL AND PHARMACEUTICAL RESEARCH	77/581190	3842202	Registered	United States of America	29-Sep- 2008	31-Aug- 2010	WCT US, Inc.
CSMG CLINICAL STUDIES MANAGEMENT GROUP (AND DESIGN)	77/581171		Published	United States of America	03-Sep- 2008		Worldwide Clinical Trials US, Inc.
WCT PHARMA RESOURCING SOLUTIONS	77/790207		Pending	United States of America	27-Jul- 2009		Worldwide Clinical Trials US
WCT RESOURCING SOLUTIONS	77/964859		Published	United States of America	22-Mar- 2010		Worldwide Clinical Trials US
WCT	77/135153	3619881	Registered	United States of America	20-Mar- 2007	12-May- 2009	Worldwide Clinical Trials, Inc.
WORLDWIDE CLINICAL TRIALS (AND DESIGN)	77/070678	3521264	Registered	United States of America	22-Dec- 2006	21-Oct- 2008	Worldwide Clinical Trials, Inc

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