

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
INC Research, LLC		07/12/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	2 Bethesda Metro Center, 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3435127	QUICKSTART
Registration Number:	3435124	THE TRUSTED PROCESS
Registration Number:	3435125	PLANACTIVATION
Registration Number:	3435126	PROGRAMACCELERATE
Registration Number:	3435129	QUALITYFINISH
Registration Number:	2833453	ADVANCED LINK
Registration Number:	2922548	INC RESEARCH
Registration Number:	2494111	ADVANCED BIOLOGICS LLC
Registration Number:	2495173	INTERACTIVE RESEARCH
Registration Number:	2039564	ADVANCED BIOLOGICS
Registration Number:	3961733	INC RESEARCH

CORRESPONDENCE DATA

Fax Number: (800)516-6304

900196965

**TRADEMARK
 REEL: 004582 FRAME: 0418**

OP \$290.00 3435127

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

Phone: 614-280-3303
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	07/13/2011
Total Attachments: 5 source=Trademark_INC#page1.tif source=Trademark_INC#page2.tif source=Trademark_INC#page3.tif source=Trademark_INC#page4.tif source=Trademark_INC#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2011 ("Trademark Security Agreement"), made by INC Research, LLC, a Delaware limited liability company, located at 3201 Beechleaf Court, Suite 600, Raleigh, North Carolina, (the "Grantor"), is in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, located at 2 Bethesda Metro Center, Suite 600, Bethesda, Maryland, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of July 12, 2011 (the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (in such capacity, the "Administrative Agent") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and
- (b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including in any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d); and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security 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 Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

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 above written.

INC RESEARCH, LLC

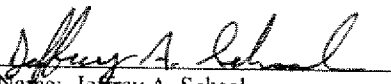
By: David T. Gill
Name: David Gill
Title: Chief Financial Officer and Treasurer

[Trademark Security Agreement - INC Research, LLC]

TRADEMARK
REEL: 004582 FRAME: 0422

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Jeffrey A. Schaal
Title: Its Duly Authorized Signatory

[Trademark Security Agreement - INC Research, LLC]

TRADEMARKSTrademarks

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
INC Research, LLC	3,435,127	5/27/2008	QuickStart
INC Research, LLC	3,435,124	5/27/2008	The Trusted Process
INC Research, LLC	3,435,125	5/27/2008	PlanActivation
INC Research, LLC	3,435,126	5/27/2008	ProgramAccelerate
INC Research, LLC	3,435,129	5/27/2008	Quality Finish
INC Research, LLC	2,833,453	4/13/2004	ADVANCED LINK
INC Research, LLC	2,922,548	2/1/2005	INC RESEARCH & Design
INC Research, LLC	2,494,111	10/2/2001	ADVANCED BIOLOGICS LLC & Design
INC Research, LLC	2,495,173	10/2/2001	INTERACTIVE RESEARCH
INC Research, LLC	2,039,564	2/18/1997	ADVANCED BIOLOGICS
INC Research, LLC	3,961,733	5/17/2011	INC RESEARCH

Applications: None.