

**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
Kendle International Inc.		07/12/2011	CORPORATION: OHIO

**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:	2826777	
Registration Number:	2077521	KENDLE
Registration Number:	3351233	KENDLE COLLEGE
Registration Number:	3493352	KENDLE CONNECT
Registration Number:	2065270	REAL PEOPLE. REAL RESULTS.
Registration Number:	2166126	TRIALBASE
Registration Number:	2068391	TRIALINE
Registration Number:	3735291	TRIALMD
Registration Number:	2155148	TRIALVIEW
Registration Number:	2160751	TRIALWARE
Registration Number:	2729538	TRIALWEB

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304

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

**900196968**

**TRADEMARK  
 REEL: 004582 FRAME: 0425**

**OP \$290.00 2826777**

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

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2011 ("Trademark Security Agreement"), made by Kendle International Inc., an Ohio corporation, located at 441 Vine Street, Suite 500, Cincinnati, Ohio, (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.

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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.

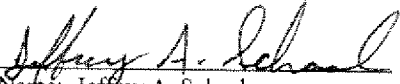
KENDLE INTERNATIONAL INC.

By: David N. Gill  
Name: David Gill  
Title: Senior Vice President and Chief Financial Officer

*[Trademark Security Agreement - Kendle International Inc]*

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Collateral Agent

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

*[Trademark Security Agreement - Kendle International Inc.]*

**TRADEMARK**  
**REEL: 004582 FRAME: 0430**

**TRADEMARKS**Trademarks

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Kendle International Inc.	2826777	3/30/2004	Design (Wedge)
Kendle International Inc.	2077521	7/8/1997	KENDLE X Design
Kendle International Inc.	3351233	12/11/2007	KENDLE COLLEGE
Kendle International Inc.	3493352	8/26/2008	KENDLE CONNECT
Kendle International Inc.	2065270	5/27/1997	REAL PEOPLE REAL RESULTS
Kendle International Inc.	2166126	6/16/1998	TRIALBASE
Kendle International Inc.	2068391	6/10/1997	TRIALLINE
Kendle International Inc.	3735291	1/05/2010	TRIALMD
Kendle International Inc.	2155148	5/05/1998	TRIALVIEW
Kendle International Inc.	2160751	5/26/1998	TRIALWARE
Kendle International Inc.	2729538	6/24/2003	TRIALWEB

Applications: None.