Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY						
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.						
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?					
Kforce Clinical Research, LLC	No  Name: Citibank, N.A., as Administrative Agent Internal Address: Street Address: 388 Greenwich Street					
Individual(s) Association						
General Partnership Limited Partnership						
Corporation- State:	City: New York					
★ Other Florida- LLC	State: NY					
Citizenship (see guidelines) USA - Florida	Country: USA Zip: 10013					
Additional names of conveying parties attached? Yes X No						
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship					
Execution Date(s) April 30, 2012	Limited Partnership Citizenship					
Assignment Merger	Corporation Citizenship					
Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic					
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)					
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	d identification or description of the Trademark.  B. Trademark Registration No.(s)					
None	4087919					
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes No					
C. Identification of Description of Trademark(s) (and thing	Date if Application of Regionation Remove to anticomy.					
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: James Murray	6. Total number of applications and registrations involved:					
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$					
Street Address: 4400 Easton Commons Way, Suite 125	Authorized to be charged to deposit account Enclosed					
City: Columbus	8. Payment Information:					
State: OH Zip: 43219						
Phone Number: <u>614-280-3566</u>	Deposit Account Number					
Fax Number: <u>800-516-6304</u>	Authorized User Name					
Email Address: lames.Murray@wolterskluwer.com						
9. Signature:	5/18/2012 Data					
Signature	Date  Total number of pages including cover					
James D. Murray  Name of Person Signing	sheet, attachments, and document:					

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **Trademark Security Agreement**

Trademark Security Agreement, dated as of April 30, 2012, by Kforce Clinical Research, LLC (the "New Grantor"), 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 Grantor has executed a Security Agreement Supplement dated as of the date hereof to become a Grantor 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 Grantor is 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 Grantor hereby agrees 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. The 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 the New Grantor:

- (a) Trademarks of the New Grantor listed on Schedule I 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 the New Grantor hereby acknowledges 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) 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 the New Grantor, execute, acknowledge, and deliver to the New Grantor 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, the 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.

KFORGE CLINICAL RESEARCH, LLC

Bv:

vame: Acar Nisita

Title: Treasurer

[Signature Page to Trademark Security Agreement]

CITIBANK, N.A., as Administrative Agent

By: Stuart Dickson Title: Vice President

[Signature Page to Trademark Security Agreement]

## Schedule I Trademark Registrations and Use Applications

Trademark	Jurisdiction	Class(cs)	Serial Number/Filing Date	Registration Number/Date	Registered Owner
WORKING AT THE	United States of	Registered	85347583	4087919	Kforce Clinical
SPEED OF LIFE	America	42 Int.	June 26 2011	Jan 17 2012	Research, LLC

TRADEMARK REEL: 004784 FRAME: 0272

**RECORDED: 05/18/2012**