

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Adheris, Inc.		12/09/2014	CORPORATION: DELAWARE
Campbell Alliance Group, Inc.		12/09/2014	CORPORATION: NORTH CAROLINA
Encuity Research, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Ignite Health LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Inventiv Health, Inc.		12/09/2014	CORPORATION: DELAWARE
Palio + Ignite, LLC		12/09/2014	LIMITED LIABILITY COMPANY: OHIO
The Selva Group, LLC		12/09/2014	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	4472725	ADHERENCEFORECASTER
Registration Number:	4162146	DIRECTADHERE
Registration Number:	4399840	DIRECTADHEREMM
Registration Number:	4228002	DIRECTNOTIFY
Registration Number:	4283508	DIRECTRECOVER
Registration Number:	4400108	PHARMACISTENGAGE
Registration Number:	4293051	LAUNCH BLUEPRINT
Registration Number:	4293049	LAUNCH JUMP START
Registration Number:	4293052	LAUNCH ROADMAP
Registration Number:	4362342	MARKETMIND
Registration Number:	3168673	LIVE WITH IT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4332517	INVENTIV MEDICAL MANAGEMENT
Registration Number:	4299047	INVENTIV RECRUITMENT SERVICES
Registration Number:	4332441	REAGENT
Registration Number:	3792515	DYNAMIC ADHERENCE
Registration Number:	4188125	ENGAGING INSIGHTS. HEALTHIER OUTCOMES.
Registration Number:	3694006	EPATIENTLINK
Registration Number:	4100261	HEALTH & WELLNESS CONSUMER JOURNEY
Registration Number:	4078238	HEALTH CONSUMER JOURNEY
Registration Number:	2232893	HEALTH RESOURCE
Registration Number:	4299221	MEMBERLINK
Registration Number:	2664875	NUTRIENT NEWS
Registration Number:	3639480	NUTRIENT NEWS
Registration Number:	4079503	PATIENT JOURNEY
Registration Number:	3924183	PATIENT LINK
Registration Number:	3532406	PATIENTLINK
Registration Number:	3591238	PATIENTLINK CONSUMER HEALTH MEDIA
Registration Number:	3484922	PATIENTLINKIQ
Registration Number:	3944365	PATIENTLINKMC
Registration Number:	2624986	PHARMAWARE
Registration Number:	4208118	PRESCRIBER CENTRIC TARGETING
Registration Number:	4299175	PRESCRIBERLINK
Registration Number:	3944366	ADHERENCE REWARDS
Registration Number:	3805054	INTEGRATED ADHERENCE
Registration Number:	4347921	ENCUIY RESEARCH
Registration Number:	4347920	ENCUIY RESEARCH
Registration Number:	4347919	ENCUIY
Registration Number:	2641121	NEVER BE FORGOTTEN
Registration Number:	3380928	SELVA INSIGHT
Serial Number:	85845099	DIRECTSTART
Serial Number:	86193173	ADHERISHEALTH
Serial Number:	86182726	ADHERIS HEALTH
Serial Number:	85417608	EXCELIV
Serial Number:	86305641	PALIO+IGNITE
Serial Number:	86314670	INTERLOGIX
Serial Number:	86106071	INVENTIV HEALTH CLINICAL
Serial Number:	86106070	INVENTIV HEALTH CLINICAL
Serial Number:	86067155	INVENTIV COMMERCIAL INCITE
Serial Number:	86112593	INFINITE PLATFORM

CORRESPONDENCE DATA**Fax Number:** 3026365454*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 800-927-9801 x 62348**Email:** jpaterso@cscinfo.com**Correspondent Name:** Corporation Service Company**Address Line 1:** 1090 Vermont Avenue NW, Suite 430**Address Line 4:** Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	12/10/2014
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 9, 2014, by ADHERIS, INC., a Delaware corporation, CAMPBELL ALLIANCE GROUP, INC., a North Carolina corporation, ENCUIITY RESEARCH, LLC, a Delaware limited liability company, IGNITE HEALTH LLC, a Delaware limited liability company, INVENTIV HEALTH, INC., a Delaware corporation, PALIO + IGNITE, LLC, an Ohio limited liability company, THE SELVA GROUP, LLC, an Ohio limited liability company (individually, a “**Grantor**”, and, collectively, the “**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 Grantors are party to a 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 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 Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. 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 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 Grantor:

- (a) Trademarks of such 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 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. Termination. 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 backstopped (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 Grantor, execute, acknowledge, and deliver to the 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. Counterparts. 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 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.

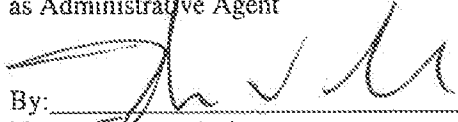
INVENTIV HEALTH, INC.,
as Grantor


By: _____
Name: Eric Green
Title: General Counsel and Secretary

ADHERIS, INC.,
CAMPBELL ALLIANCE GROUP, INC.,
ENCURITY RESEARCH, LLC,
IGNITE HEALTH LLC,
PALIO + IGNITE, LLC,
THE SELVA GROUP, LLC,
each as a Grantor


By: _____
Name: Eric Green
Title: Vice President and Secretary

CITIBANK, N.A.,
as Administrative Agent

By:  _____

Name: Tom Cole

Title: Managing Director & Vice President

Trademark Security Agreement (Term)

Schedule I
Trademark Registrations and Use Applications

Trademark Registrations:

Trademark	Owner	Registration Number
AdherenceForecaster	Adheris, Inc.	4,472,725
DirectAdhere	Adheris, Inc.	4,162,146
DirectAdhereMM	Adheris, Inc.	4,399,840
DirectNotify	Adheris, Inc.	4,228,002
DirectRecover	Adheris, Inc.	4,283,508
PharmacistEngage	Adheris, Inc.	4,400,108
LAUNCH BLUEPRINT	Campbell Alliance Group, Inc.	4,293,051
LAUNCH JUMP START	Campbell Alliance Group, Inc.	4,293,049
LAUNCH ROADMAP	Campbell Alliance Group, Inc.	4,293,052
MARKETMIND	Campbell Alliance Group, Inc.	4,362,342
LIVE WITH IT	Ignite Health LLC	3,168,673
INVENTIV MEDICAL MANAGEMENT	inVentiv Health, Inc.	4,332,517
INVENTIV RECRUITMENT SERVICES	inVentiv Health, Inc.	4,299,047
REAGENT	inVentiv Health, Inc.	4,332,441
DYNAMIC ADHERENCE	inVentiv Health, Inc.	3,792,515
ENGAGING INSIGHTS, HEALTHIER OUTCOMES.	inVentiv Health, Inc.	4,188,125
ePatientLink	inVentiv Health, Inc.	3,694,006
HEALTH & WELLNESS CONSUMER JOURNEY	inVentiv Health, Inc.	4,100,261
HEALTH CONSUMER JOURNEY	inVentiv Health, Inc.	4,078,238

Trademark	Owner	Registration Number
HEALTH RESOURCE	inVentiv Health, Inc.	2,232,893
MEMBERLINK	inVentiv Health, Inc.	4,299,221
NUTRIENT NEWS	inVentiv Health, Inc.	2,664,875
NUTRIENT NEWS	inVentiv Health, Inc.	3,639,480
PATIENT JOURNEY	inVentiv Health, Inc.	4,079,503
PATIENT LINK	inVentiv Health, Inc.	3,924,183
PATIENTLINK	inVentiv Health, Inc.	3,532,406
PatientLink Consumer Health Media (and Design)	inVentiv Health, Inc.	3,591,238
PatientLinkIQ	inVentiv Health, Inc.	3,484,922
PatientLinkMC	inVentiv Health, Inc.	3,944,365
PHARMAWARE	inVentiv Health, Inc.	2,624,986
PRESCRIBER CENTRIC TARGETING	inVentiv Health, Inc.	4,208,118
PrescriberLink	inVentiv Health, Inc.	4,299,175
ADHERENCE REWARDS	inVentiv Health, Inc.	3,944,366
INTEGRATED ADHERENCE	inVentiv Health, Inc.	3,805,054
ENCUIITY RESEARCH	Encuity Research, LLC	4,347,921
ENCUIITY RESEARCH	Encuity Research, LLC	4,347,920
ENCUIITY	Encuity Research, LLC	4,347,919
NEVER BE FORGOTTEN	Palio + Ignite, LLC	2,641,121
Selva Insight	The Selva Group, LLC	3,380,928

Trademark Applications:

Trademark	Owner	Serial Number
DirectStart	Adheris, Inc.	85/845,099
AdherisHealth	Adheris, Inc.	86/193,173
ADHERIS HEALTH	Adheris, Inc.	86/182,726
EXCELIV	inVentiv Health, Inc.	85/417,608
PALIO+IGNITE	inVentiv Health, Inc.	86/305,641
INTERLOGIX	inVentiv Health, Inc.	86/314,670
INVENTIV HEALTH CLINICAL	inVentiv Health, Inc.	86/106,071
INVENTIV HEALTH CLINICAL (and Design)	inVentiv Health, Inc.	86/106,070
INVENTIV COMMERCIAL INCITE	inVentiv Health, Inc.	86/067,155
INFINITE PLATFORM (Stylized)	inVentiv Health, Inc.	86/112,593