

RECORD

04-05-1999

ET

U.S. DEPARTMENT OF
Patent and Trademark Office

TR



101001314

Tab settings

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):

Examination Management Services, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (TX)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 16, 1999

2. Name and address of receiving

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address: 311 South Wacker DriveCity: Chicago State: IL Zip: 60606☐ Individual(s) citizenship _____☒ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation State _____☐ Other _____If assignee is not domiciled in the United States, a
designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

2,043,466 2,092,944 2,110,591

Additional numbers attached? ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Federal Research Corp.

Internal Address: _____

03/31/1999 JSHABAZZ 00000080 2043466

01 FC:481

02 FC:482

40.00 OP
50.00 OPStreet Address: 400 Seventh St NWSuite 101City: Washington State: DC ZIP: 200046. Total number of applications and
registrations

3

7. Total fee (37 CFR 3.41) \$ 90.00☒ Enclosed☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy
of the original document.*Nancy A. Butler

Name of Person

Nancy Butler
Signature3/23/99

Date

Total number of pages including cover sheet, attachments, and

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1877 FRAME: 0568

U.S. TRADEMARK REGISTRATIONS

1. EMSI logo

Registration Number: 2,043,466
Registration Date: March 11, 1997
Registration Expiration Date: March 11, 2002
International Class: 42

2. OHT logo

Registration Number: 2,092,944
Registration Date: September 2, 1997
Registration Expiration Date: September 2, 2002
International Class: 42

3. e electronic services logo

Registration Number: 2,110,591
Registration Date: November 4, 1997
Registration Expiration Date: November 4, 2002
International Class: 35, 36, 38 and 40

FOREIGN TRADEMARK REGISTRATIONS

None

U.S. TRADEMARK APPLICATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None

TRADEMARK SECURITY AGREEMENT-EMSI

WHEREAS, Examination Management Services, Inc., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto.

WHEREAS, EMSI Holding Company, a Nevada corporation ("Borrower") has entered into a Credit Agreement dated as of March 16, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, a Delaware corporation, as Agent ("Agent"), individually as a Lender and for the benefit of and all financial institutions that from time to time become Lenders under the Credit Agreement, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders.

WHEREAS, Borrower is also concurrently herewith entering into those certain Note Purchase Agreements, each of even date herewith (the same, as they may be amended, restated, modified or supplemented and in effect from time to time, being referred to herein collectively as the "Note Agreement") between Borrower and each of the persons identified on Schedule A thereto (collectively, the "Senior Note Holders"), pursuant to which the Senior Note Holders agree, in accordance with the terms of the Note Agreement, to purchase from Borrower \$70,250,000 in aggregate principal amount of the Borrower's 9.75% Senior Secured Notes due 2006 (all such notes, whether initially issued, or issued in exchange or substitution for any such note, in each case in accordance with the Note Agreement, and as such notes may be amended from time to time in accordance with the Note Agreement, the "Senior Secured Notes", and together with all of the Borrower's other obligations under the Note Agreement, the "Senior Note Obligations"). The Lenders and the Senior Note Holders, together with their respective successors and assigns, are hereinafter referred to collectively as the "Senior Creditors". The Credit Agreement, the "Loan Documents" referred to therein, the Note Agreement and the "Financing Documents" referred to therein are hereinafter referred to collectively as the "Senior Debt Documents".

WHEREAS, Lenders and Senior Note Holders have appointed Agent as Collateral Agent (this and all other capitalized terms, used but not otherwise defined herein shall have the meaning given them in a certain Intercreditor Agreement dated as of March 16, 1999 (the "Intercreditor Agreement")) to act on behalf of and for the benefit of the Senior Creditors with respect to the administration, preservation, realization upon and other matters relating to, among other things, the Collateral and to Senior Creditors' security interests therein and liens thereon, all pursuant to and in accordance with the provisions of the Intercreditor Agreement.

WHEREAS, Grantor is a subsidiary of the Borrower and, as such, will derive substantial benefits and advantage from the financial accommodations available to the Borrower, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders by entering this Assignment.

WHEREAS, Grantor has agreed to guaranty (i) the Loan Obligations (as defined in the Intercreditor Agreement) pursuant to that certain Guaranty of even date herewith by Grantor and certain other subsidiaries of the Borrowers to Assignee (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, the "Lender Guaranty"), and (ii) the Senior Note Obligations pursuant to that certain Guaranty Agreement of even date herewith by Grantor and certain other subsidiaries of the Borrowers in favor of the Senior Note Holders (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, the "Senior Note Holder Guaranty"; and together with the Lender Guaranty, the "Guaranties").

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement dated as of March 16, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Security Agreement"), among Grantor, PMSI Services, Inc., a Texas corporation, Profile Services, Inc., a Texas corporation and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Senior Creditors a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Subsidiary Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the obligations under the Guaranties.

WHEREAS, one of the conditions precedent under the Senior Debt Documents is Grantor's execution and delivery of this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

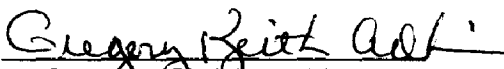
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Subsidiary Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Subsidiary Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

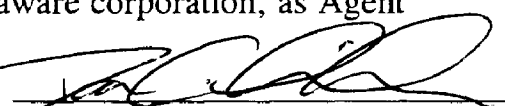
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 16th day of March, 1999.

**EXAMINATION MANAGEMENT
SERVICES, INC.**, a Texas corporation

By: 
Name: Gregory Keith Adkins
Its: President

Acknowledged:

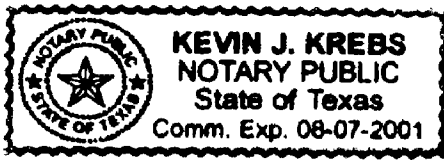
ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Daniel B. Glickman
Its: Director

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On the 8th day of March, 1999, before me personally appeared Gregory Keith Adkins, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is President of Examination Management Services, Inc., a Texas corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



{Seal}

Kevin J. Krebs
Notary Public

My commission expires:

8-7-2001