

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
ExamWorks, Inc.		12/18/2009	CORPORATION: DELAWARE
Crossland Medical Review Services, Inc.		12/18/2009	CORPORATION: NEW YORK
Southwest Medical Examination Services, Inc.		12/18/2009	CORPORATION: TEXAS
The Ricwel Corporation		12/18/2009	CORPORATION: OHIO
CFO Medical Services, LLC		12/18/2009	LIMITED LIABILITY COMPANY: NEW JERSEY
Diagnostic Imaging Institute, Inc.		12/18/2009	CORPORATION: TEXAS
Ricwel of West Virginia, LLC		12/18/2009	LIMITED LIABILITY COMPANY: WEST VIRGINIA
Pacific Billing Services, Inc.		12/18/2009	CORPORATION: TEXAS
Set-Aside Solutions, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
Marquis Medical Administrators, Inc.		12/18/2009	CORPORATION: NEW YORK
IME Software Solutions, LLC		12/18/2009	LIMITED LIABILITY COMPANY: MICHIGAN
Florida Medical Specialists, Inc.		12/18/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	222 South Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	

OP \$140.00 2917614

900150408

TRADEMARK
REEL: 004118 FRAME: 0278

Registration Number:	2917614	BENCHMARK MEDICAL CONSULTANTS
Registration Number:	2770800	CFO MEDICAL SERVICES
Registration Number:	2545331	EFILE
Registration Number:	2316927	VIDMED RESOLUTIONS
Registration Number:	3041490	SOUTHWEST MEDICAL EXAMINATION SERVICES

CORRESPONDENCE DATA

Fax Number: (312)499-6701

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

Phone: (312) 499-6700

Email: tapatterson@duanemorris.com

Correspondent Name: Brian P. Kerwin

Address Line 1: 190 South LaSalle Street, Suite 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	D6410-00036
-------------------------	-------------

NAME OF SUBMITTER:	Brian P. Kerwin
--------------------	-----------------

Signature:	/Brian P. Kerwin/
------------	-------------------

Date:	12/21/2009
-------	------------

Total Attachments: 15

source=examIPSA#page1.tif
 source=examIPSA#page2.tif
 source=examIPSA#page3.tif
 source=examIPSA#page4.tif
 source=examIPSA#page5.tif
 source=examIPSA#page6.tif
 source=examIPSA#page7.tif
 source=examIPSA#page8.tif
 source=examIPSA#page9.tif
 source=examIPSA#page10.tif
 source=examIPSA#page11.tif
 source=examIPSA#page12.tif
 source=examIPSA#page13.tif
 source=examIPSA#page14.tif
 source=examIPSA#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") dated as of December 18, 2009, is made by **EXAMWORKS, INC.**, a Delaware corporation ("Parent"), **CROSSLAND MEDICAL REVIEW SERVICES, INC.**, a New York corporation, **SOUTHWEST MEDICAL EXAMINATION SERVICES, INC.**, a Texas corporation, **THE RICWEL CORPORATION**, an Ohio corporation, **CFO MEDICAL SERVICES, LLC**, a New Jersey limited liability company, **DIAGNOSTIC IMAGING INSTITUTE, INC.**, a Texas corporation, **RICWEL OF WEST VIRGINIA, LLC**, a West Virginia limited liability company, **PACIFIC BILLING SERVICES, INC.**, a Texas corporation, **SET-ASIDE SOLUTIONS, LLC**, a Delaware limited liability company, **MARQUIS MEDICAL ADMINISTRATORS, INC.**, a New York corporation, **IME SOFTWARE SOLUTIONS, LLC**, a Michigan limited liability company, **FLORIDA MEDICAL SPECIALISTS, INC.**, a New Jersey corporation, and the subsidiaries of Parent that may from time to time hereafter become parties hereto (the foregoing, together with Parent, individually, "Borrower" and collectively, "Borrowers"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation in its capacity as administrative agent for the Lenders identified below (together with its successors and assigns, "Administrative Agent").

RECITALS

WHEREAS, Borrowers, Administrative Agent and the financial institutions parties thereto (collectively, "Lenders") are parties to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Loan Agreement"), which provides (i) for Lenders to make certain loans to Borrowers, respectively, and (ii) for the grant by Borrowers to Administrative Agent (for the ratable benefit of Lenders and Administrative Agent) of a security interest in each Borrower's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding the Excluded Collateral.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the "Liabilities", as defined in the Loan Agreement (collectively, the "Obligations"), each Borrower hereby grants to Administrative Agent (for the ratable benefit of Lenders and Administrative Agent) a continuing security interest in and to any and all of such Borrower's right, title and interest in and to all of the following now owned and

existing and hereafter arising, created or acquired property, except solely to the extent the same constitutes Excluded Collateral (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks"); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between a Borrower and any other party, whether such Borrower is a licensor or licensee under any such license agreement (all of the foregoing license agreements and each Borrower's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of each Borrower's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described

in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"; and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by a Borrower, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

3. Representations and Warranties. Each Borrower hereby represents and warrants to Administrative Agent and Lenders, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) To the best of such Borrower's knowledge, none of the Intellectual Property owned by such Borrower that is United States Intellectual Property and material to such Borrower's business has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such material Intellectual Property is presently subsisting;

(ii) To best of such Borrower's knowledge, each of the registered United States Intellectual Property owned by such Borrower and material to such Borrower's business is valid and enforceable;

(iii) Such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property that is United States Intellectual Property that is scheduled in Exhibits A, B, and C hereto, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by such Borrower not to sue third persons, except for any applicable Permitted Liens;

(iv) Such Borrower has adopted, used and is currently using all of the United States Trademarks owned by such Borrower and material to such Borrower's business;

(v) As of the Closing Date, such Borrower has no knowledge of any suits or actions commenced or threatened within the last three years with reference to or in connection with any of the Intellectual Property that is United States Intellectual Property, is scheduled in Exhibits A, B, and C hereto and is material to such Borrower's business;

(vi) As of the Closing Date, in the last three years, no trademark opposition or cancellation proceedings have been filed with the United States Patent and Trademark Office against any of the Trademarks owned by such Borrower;

(vii) To such Borrower's best knowledge, the Licenses are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to

time in effect). To such Borrower's best knowledge, as of the Closing Date each of the Licenses is in full force and effect and there is no default under any of the Licenses;

(viii) To such Borrower's knowledge, except as could not reasonably be expected to have a Material Adverse Effect, none of the Intellectual Property owned by such Borrower that is United States Intellectual Property and material to such Borrower's business infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the best knowledge of such Borrower, threatened claims, litigation, proceedings or other investigations regarding any such Intellectual Property; and

(ix) This Security Agreement has been executed and delivered on behalf of such Borrower by a duly authorized officer of such Borrower.

4. Restrictions on Future Agreements. Each Borrower agrees that until all Obligations shall have been satisfied and indefeasibly paid in full and the Loan Agreement shall have been terminated in accordance with its terms, such Borrower shall not, without the prior written consent of Administrative Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of such Borrower's business and Permitted Liens) and shall not take any other action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action in any case, which would adversely affect the validity or enforcement of the rights provided or transferred to Administrative Agent (for the ratable benefit of Lenders and Administrative Agent) under this Security Agreement.

5. New Intellectual Property. (i) Each Borrower hereby represents and warrants to Administrative Agent (for the ratable benefit of Lenders and Administrative Agent) that the Intellectual Property listed on Exhibits A, B, and C, respectively, constitute all of the registered United States Patents, Trademarks and Copyrights (except with respect to unregistered Intellectual Property), as applicable, now owned by such Borrower and material to such Borrower's business. If, before all Obligations shall have been satisfied in full or before the Loan Agreement has been terminated in accordance with its terms, a Borrower shall obtain rights to any new Intellectual Property, the provisions of this Security Agreement above shall automatically apply thereto and, with respect to any US Patent, Trademark and Copyright registrations and applications such Borrower shall give to Administrative Agent prompt written notice thereof. Each Borrower hereby authorizes Administrative Agent to modify this Security Agreement by amending Exhibits A, B, and C, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Borrowers' sole cost and expense). Upon Administrative Agent's reasonable request, each Borrower agrees to execute and deliver any and all documents and instruments necessary to record or preserve Administrative Agent's interest in all Intellectual Property added to Exhibits A, B, and C pursuant to this Section.

(ii) Upon the reasonable request of Administrative Agent at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Borrowers, each Borrower shall take all actions and execute and deliver any and all

instruments, agreements, assignments, certificates and/or documents, reasonably required by Administrative Agent to grant a security interest hereunder in any and all of each Borrower's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Administrative Agent (for the ratable benefit of Lenders and Administrative Agent). Upon the execution and delivery of any such documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the indefeasible payment in full of all Obligations and the termination of the Loan Agreement. Each Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Administrative Agent (for the ratable benefit of Lenders and Administrative Agent) of all Intellectual Property shall be as extensive as the rights of such Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from Administrative Agent or Lenders to any Borrower. Upon the occurrence and during the continuance of any Event of Default, each Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Administrative Agent (for the ratable benefit of Lenders and Administrative Agent) as assignee of such Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Administrative Agent (for the ratable benefit of Lenders and Administrative Agent) as assignee of such Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Administrative Agent (for the ratable benefit of Lenders and Administrative Agent) as assignee of such Borrower's entire interest therein and in the goodwill of such Borrower's business connected therewith and symbolized thereby.

7. Effect on Loan Agreement. Each Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or Lenders under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent and Lenders shall have, in addition to all other rights and remedies given to them by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Security Agreement, the terms of the Loan Agreement shall control.

8. Release of Security Agreement. Upon the payment and performance in full of the Obligations, and the full and final termination of any commitment to extend any loan or financial accommodations under the Loan Agreement, this Security Agreement shall terminate, and Administrative Agent shall execute and deliver any document reasonably

requested by Borrowers, at Borrowers' sole cost and expense, as shall be necessary to evidence termination of the security interest granted by each Borrower to Administrative Agent hereunder.

9. Duties of Borrower. Except as otherwise permitted by the Loan Agreement, each Borrower shall have the duty to the extent commercially reasonable and in such Borrower's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full and the Loan Agreement has been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property owned by such Borrower (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of such Borrower in its Trademarks), and (iv) to ensure that the Intellectual Property owned by such Borrower is and remains enforceable. Any and all costs and expenses incurred in connection with each Borrower's obligations under this Section 9 shall be borne by Borrowers. No Borrower shall knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Administrative Agent, except for Intellectual Property that such Borrower determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

10. Administrative Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Administrative Agent shall commence any such suit, each Borrower shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Administrative Agent in aid of such enforcement.

11. Waivers. No course of dealing between or among any Borrower and Administrative Agent or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by each Borrower and Administrative Agent.

14. Cumulative Remedies; Power of Attorney. All of Administrative Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power to (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Administrative Agent deems to be in the best interest of Administrative Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon each Borrower and its respective successors and permitted assigns, and shall inure to the benefit of Administrative Agent and Lenders, and their respective successors, nominees and assigns; provided, however, no Borrower shall assign this Security Agreement or any of such Borrower's obligations hereunder without the prior written consent of Administrative Agent.

16. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

17. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Each Borrower acknowledges that a copy of this Security Agreement will be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrowers.

18. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

19. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS SECURITY AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN

ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

20. SUBMISSION TO JURISDICTION. EACH BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS AND APPELLATE COURTS FROM ANY THEREOF;

(ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; AND

(iii) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT SUCH PARTY'S ADDRESS SET FORTH IN THE LOAN AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH ADMINISTRATIVE AGENT AND LENDERS SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. EACH PARTY AGREES THAT SUCH SERVICE, TO THE FULLEST EXTENT PERMITTED BY LAW (i) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON SUCH PARTY IN ANY SUIT, ACTION OR PROCEEDING, AND (ii) SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO SUCH PARTY. NOTHING HEREIN SHALL AFFECT ADMINISTRATIVE AGENT'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR LIMIT ADMINISTRATIVE AGENT'S RIGHT TO BRING PROCEEDINGS AGAINST SUCH PARTIES IN ANY COURT OR ANY OTHER JURISDICTION.

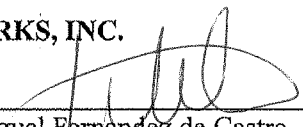
21. JURY TRIAL WAIVER. EACH BORROWER AND ADMINISTRATIVE AGENT HEREBY IRREVOCABLY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW), AS SEPARATELY BARGAINED FOR CONSIDERATION TO ADMINISTRATIVE AGENT AND LENDERS, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS RELATED HERETO, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A

**COURT AND NOT A JURY. EACH BORROWER AND ADMINISTRATIVE AGENT
ACKNOWLEDGES THAT SUCH PARTY HAS HAD THE OPPORTUNITY TO
CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THE MEANING
AND EFFECT OF THIS PARAGRAPH.**

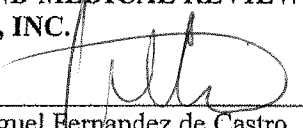
[Signature Page Follows]

IN WITNESS WHEREOF, each Borrower has duly executed this Intellectual Property Security Agreement as of the date first written above.

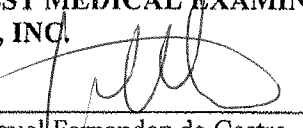
EXAMWORKS, INC.

By: 
Name: J. Miguel Fernandez de Castro
Its: Senior Vice President and Chief Financial Officer

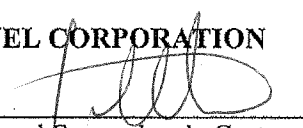
CROSSLAND MEDICAL REVIEW SERVICES, INC.

By: 
Name: J. Miguel Fernandez de Castro
Its: Senior Vice President and Chief Financial Officer

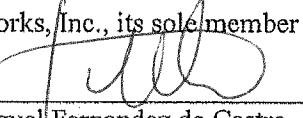
SOUTHWEST MEDICAL EXAMINATION SERVICES, INC.

By: 
Name: J. Miguel Fernandez de Castro
Its: Senior Vice President and Chief Financial Officer

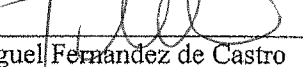
THE RICWEL CORPORATION

By: 
Name: J. Miguel Fernandez de Castro
Its: Senior Vice President and Chief Financial Officer

CFO MEDICAL SERVICES, LLC

By: ExamWorks, Inc., its sole member and manager
By: 
Name: J. Miguel Fernandez de Castro
Its: Senior Vice President and Chief Financial Officer

DIAGNOSTIC IMAGING INSTITUTE, INC.

By: 
Name: J. Miguel Fernandez de Castro
Its: Senior Vice President and Chief Financial Officer

Intellectual Property Security Agreement

RICWEL OF WEST VIRGINIA, LLC

By: ExamWorks, Inc., its sole member and manager

By: 

Name: J. Miguel Fernandez de Castro

Its: Senior Vice President and Chief Financial Officer

PACIFIC BILLING SERVICES, INC.

By: 

Name: J. Miguel Fernandez de Castro

Its: Senior Vice President and Chief Financial Officer

SET-ASIDE SOLUTIONS, LLC

By: ExamWorks, Inc., its sole member

By: 

Name: J. Miguel Fernandez de Castro

Its: Senior Vice President and Chief Financial Officer

MARQUIS MEDICAL ADMINISTRATORS, INC.

By: 

Name: J. Miguel Fernandez de Castro

Its: Senior Vice President and Chief Financial Officer

IME SOFTWARE SOLUTIONS, LLC

By: ExamWorks, Inc., its sole member

By: 

Name: J. Miguel Fernandez de Castro

Its: Senior Vice President and Chief Financial Officer

FLORIDA MEDICAL SPECIALISTS, INC.

By: 

Name: J. Miguel Fernandez de Castro

Its: Senior Vice President and Chief Financial Officer

Intellectual Property Security Agreement

Agreed and Accepted:

FIFTH THIRD BANK, as agent

By: 

Philip Renwick
Vice President

Intellectual Property Security Agreement

EXHIBIT A

PATENTS

None.

EXHIBIT B

TRADEMARKS/SERVICEMARKS

A. Trademarks

ExamWorks, Inc.

Registered trademark no. 2,917,614 for "Benchmark Medical Consultants" (words only)

Registered Jan. 11, 2005

CFO Medical Services, LLC

Registered trademark no. 2,770,800 for "CFO Medical Services"

Registered Oct. 7, 2003

The Ricwel Corporation

Registered trademark no. 2,545,331 for "EFILE"

Registered March 5, 2002

The Ricwel Corporation

Registered trademark no. 2,316,927 for "Vidmed Resolutions"

Registered Feb. 8, 2000

B. Servicemarks

Crossland Medical Review Services, Inc.

Registered service mark no. S19097 for "Crossland Medical Review Services: Our Service Is Your Solution!"

Registered Jan. 31, 2005

Southwest Medical Examination Services, Inc.

Registered service mark no. 3,041,490 for "Southwest Medical Examination Services"

Registered Jan. 10, 2006

EXHIBIT C

COPYRIGHTS

IME Software Solutions, LLC

Registered copyright no. TXu001043714 for "IME*Centric"

Registered March 20, 2002