

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
QualMed Evaluations, LLC		12/31/2009	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
Name:	ExamWorks, Inc.		
Street Address:	3280 Peachtree Road NE, Suite 2625		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3577691	QUALMED EVALUATIONS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(858)458-3005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-458-3000		
Email:	ProsecutionDocketing@paulhastings.com		
Correspondent Name:	Elisabeth Bassett		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	74133.00015		
NAME OF SUBMITTER:	Elisabeth Bassett		
Signature:	/Elisabeth Bassett/		
Date:	01/05/2010		

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**Total Attachments: 6**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT ("*Assignment*") is entered into as of December 31, 2009 (the "*Effective Date*"), by and between QUALMED EVALUATIONS, LLC, a New Jersey corporation ("*Assignor*") and EXAMWORKS, INC., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into as of December 31, 2009 ("*APA*"), pursuant to which Assignor has agreed to sell to Assignee certain assets, including without limitation, the trademarks and service marks listed in Schedule A and described below (the "*Marks*") and the domain names listed in Schedule B and described below (the "*Domain Names*"); and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks and Domain Names;

NOW THEREFORE, in consideration of mutual promises provided herein and the APA and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal

proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

### 3. GENERAL

3.1 Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

3.2. Assignment. Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

3.3. Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties.

3.4. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.5. Construction. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

3.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

3.7. Entire Agreement. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignee"**

ExamWorks, Inc.,  
a Delaware corporation

By: 

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

**"Assignor"**

QualMed Evaluations, LLC  
a New Jersey limited liability company

By: \_\_\_\_\_

Name: Kenneth C. Peacock, MD  
Title: Member and Manager

(Signature Page to Trademark and Domain Name Assignment)

**TRADEMARK**  
**REEL: 004124 FRAME: 0363**

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

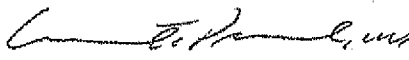
**"Assignee"**

Exam Works, Inc.,  
a Delaware corporation

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

**"Assignor"**

QualMed Evaluations, LLC  
a New Jersey limited liability company

By:   
Name: Kenneth C. Peacock, MD  
Title: Member and Manager

(Signature Page to Trademark and Domain Name Assignment)

**Schedule A**

**Marks**

Registration no. 3577691, registered February 17, 2009 for QualMed Evaluations

**Schedule B**

**Domain Names**

www.qualmedevals.com