

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abeton Group, Inc.		12/31/2009	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	ExamWorks, Inc.		
Street Address:	3280 Peachtree Road NE, Suite 2625		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3509987	ABETON	
CORRESPONDENCE DATA			
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: 7

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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 ABETON GROUP, INC., an Oregon corporation and ABETON, INC., an Oregon corporation (*collectively, "Assignors"*) and EXAMWORKS, INC., a Delaware corporation ("*Assignee*").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement entered into as of December 31, 2009 ("*APA*"), pursuant to which Assignors have 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 Assignors' 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.** Assignors hereby irrevocably and unconditionally grant, convey, transfer, and assign to Assignee (a) all of Assignors' 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 Assignors if this Assignment had not been made; (b) all of Assignors' right, title, and interest in and to the Domain Names; and (c) 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.** Upon Assignee's reasonable request, Assignors agree to perform, without charge to Assignee (except as otherwise permitted herein), all acts necessary 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.

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. This Assignment is subject to all the terms and conditions of the APA, and the parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms of the APA. Without limiting the foregoing in this Section, this Assignment does not expand, modify or limit any representations or warranties in the APA.

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

"Assignors"

Abeton Group, Inc.,
an Oregon corporation

By: _____

Name: Thomas Johnson
Title: President/CEO

Abeton Group, Inc.,
an Oregon corporation

By: _____

Name: Thomas Johnson
Title: President/CEO

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

"Assignors"

Abeton Group, Inc.,
an Oregon corporation

By: Thomas Johnson
Name: Thomas Johnson
Title: President/CEO

Abeton Group, Inc.,
an Oregon corporation

By: Thomas Johnson
Name: Thomas Johnson
Title: President/CEO

Schedule A

Marks

See attached.

Registration No. 3,509,987, registered September 30, 2008 for Abeton

Schedule B

Domain Names

Domain Name	Registrar	Exp. Date
abeton.com	Network Solutions	8/5/2010
abetongroup.com	Network Solutions	10/4/2011
abetonmobile.com	Network Solutions	5/12/2010
agencyexam.com	Network Solutions	5/5/2011
agencyexams.com	Network Solutions	5/5/2011
agencymedicaexam.com	Network Solutions	5/21/2011
agencymedicaexams.com	Network Solutions	5/21/2011
imeaccess.com	Network Solutions	1/30/2011
imedocs.com	Network Solutions	1/31/2011
imeselect.com	Network Solutions	1/30/2011
imeweb.com	Network Solutions	1/30/2011
imexcel.com	Network Solutions	1/31/2011
magime.com	Network Solutions	8/6/2013
magimesecure.com	Network Solutions	2/1/2011
thexam.com	Network Solutions	3/10/2011
wmci-inc.com	Network Solutions	5/13/2010
wmciprime.com	Network Solutions	2/15/2011
abeton.com	DynDNS	1/16/2011
abetongroup.com	DynDNS	11/9/2011
abetonmobile.com	DynDNS	5/12/2011
ims-wa.com	DynDNS	3/17/2010
magime.com	DynDNS	10/5/2011
magimesecure.com	DynDNS	10/5/2010
wmci-inc.com	DynDNS	11/9/2010
wmciprime.com	DynDNS	11/9/2010

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