

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Amendment to Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ExamWorks, Inc.		12/31/2009	CORPORATION: DELAWARE
Crossland Medical Review Services, Inc.		12/31/2009	CORPORATION: NEW YORK
Southwest Medical Examination Services, Inc.		12/31/2009	CORPORATION: TEXAS
The Ricwel Corporation		12/31/2009	CORPORATION: OHIO
CFO Medical Services, LLC		12/31/2009	LIMITED LIABILITY COMPANY: NEW JERSEY
Diagnostic Imaging Institute, Inc.		12/31/2009	CORPORATION: TEXAS
Ricwel of West Virginia, LLC		12/31/2009	LIMITED LIABILITY COMPANY: WEST VIRGINIA
Pacific Billing Services, Inc.		12/31/2009	CORPORATION: TEXAS
Set-Aside Solutions, LLC		12/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
Marquis Medical Administrators, Inc.		12/31/2009	CORPORATION: NEW YORK
IME Software Solutions, LLC		12/31/2009	LIMITED LIABILITY COMPANY: MICHIGAN
Florida Medical Specialists, Inc.		12/31/2009	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: 1			
Property Type	Number	Word Mark	

OP \$40.00 3509987

900151848

TRADEMARK
 REEL: 004129 FRAME: 0487

Registration Number:	3509987	ABETON
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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
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NAME OF SUBMITTER:	Brian P. Kerwin
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Signature:	/Brian P. Kerwin/
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Date:	01/12/2010
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Total Attachments: 8

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “**First Amendment**”) dated as of December 31, 2009, is by and among ExamWorks, Inc., a Delaware corporation (the “**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 thereto (collectively, together with Parent, “**Borrowers**”), and Fifth Third Bank, an Ohio banking corporation, in its capacity as administrative agent for the Lenders identified below (together with its successors and assigns, the “**Agent**”).

RECITALS

A. Borrowers, the financial institutions parties thereto (collectively, “**Lenders**”), and the Agent, are parties to that certain Loan and Security Agreement dated as of December 18, 2009 (as amended or modified, the “**Loan Agreement**”).

B. Abeton, Inc., an Oregon corporation (“**Abeton**”), Abeton Group, Inc., an Oregon corporation (“**Abeton Parent**”) and Parent are parties to that certain Asset Purchase Agreement dated as of December 31, 2009 (the “**Abeton Purchase Agreement**”). In connection with the Abeton Purchase Agreement, Parent is purchasing substantially all of the assets of Abeton and certain of the assets of Abeton Parent, which assets include certain federally registered intellectual property (the “**Abeton Acquisition**”).

C. Borrowers and Agent are parties to that certain Intellectual Property Security Agreement dated as of December 18, 2009 (as amended or modified from time to time, the “**IP Security Agreement**”).

D. In connection with the Abeton Acquisition, Borrowers and Agent desire to amend the IP Security Agreement as provided in and subject to the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto (intending to be legally bound) hereby agree as follows:

1. Definitions. Terms capitalized herein and not otherwise defined herein shall have the meanings ascribed to such terms in the IP Security Agreement, as amended hereby.

2. Amendments to IP Security Agreement. Subject to the terms and conditions contained herein, Borrowers and Lender hereby amend the IP Security Agreement as follows:

(a) Exhibit B (Trademarks/Serviceemarks) of the IP Security Agreement is hereby amended by adding the information included on Exhibit B attached hereto.

3. Costs, Expenses and Taxes. Without limiting the obligation of Borrowers to reimburse Lenders and Agent for all costs, fees, disbursements and expenses incurred by Lenders and Agent as specified in the Loan Agreement, Borrowers agree to pay on demand all costs, fees, disbursements and expenses of Agent in connection with the preparation, execution and delivery of this First Amendment.

4. Representations and Warranties of Borrowers. Borrowers each hereby represent and warrant to Lenders and Agent that on and as of the date hereof and after giving effect to this First Amendment:

(a) Borrowers have the corporate or limited liability company power and authority to execute this First Amendment. This First Amendment has been duly authorized by all necessary corporate or limited liability company action. This First Amendment constitutes the legal, valid and binding obligation of Borrowers, enforceable against Borrowers in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar law affecting creditor's rights generally and general principles of equity; and

(b) Borrowers' representations and warranties set forth in the IP Security Agreement are true, correct and complete in all material respects on and as of the date hereof.

5. Reference to IP Security Agreement; No Waiver.

(a) References. Upon the effectiveness of this First Amendment, each reference in the IP Security Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the IP Security Agreement, as amended hereby.

(b) No Waiver. Agent's failure, at any time or times hereafter, to require strict performance by Borrowers of any provision or term of the IP Security Agreement or this First Amendment shall not waive, affect or diminish any right of Agent hereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver by Agent of a breach of this First Amendment shall not, except as expressly set forth in a writing signed by Agent, suspend, waive or affect any other breach of this First Amendment, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this First Amendment shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is (i) in writing and signed by Agent and (ii) delivered to Borrowers. In no event shall Agent's execution and delivery of this First Amendment establish a course of dealing among Lenders, Agent, Borrowers or any other obligor, or in any other way obligate Lenders or Agent to hereafter provide any amendments or waivers with respect to the IP Security

Agreement. The terms and provisions of this First Amendment shall be limited precisely as written and shall not be deemed (x) to be a consent to any amendment or modification of any other term or condition of the IP Security Agreement (except as expressly provided herein); or (y) to prejudice any right or remedy which Lenders or Agent may now have under or in connection with the IP Security Agreement.

(c) Full Force and Effect. Except as expressly provided herein, the IP Security Agreement shall remain in full force and effect and are hereby ratified and confirmed.

6. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Borrowers may not assign any of their respective rights or obligations under this First Amendment without the prior written consent of Agent.

7. Severability. Wherever possible, each provision of this First Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this First Amendment is held to be prohibited by or invalid under applicable law, such provision or provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this First Amendment.

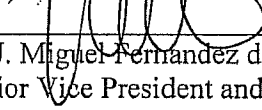
8. Governing Law. This First Amendment shall be deemed to be a contract made under the laws of the State of Illinois, and the rights and obligations of the parties hereunder shall be construed in accordance with and be enforced and governed by the internal laws of the State of Illinois, without regard to choice of law or conflicts of law principles.

9. Counterparts; Facsimile. This First Amendment may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. 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.

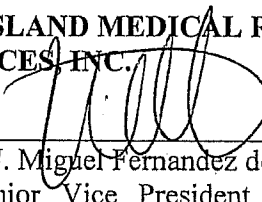
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IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to Intellectual Property Security Agreement as of the day and year first above written.

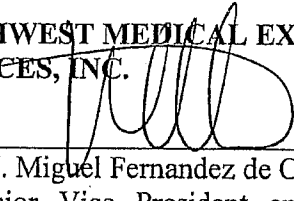
EXAMWORKS, INC.

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

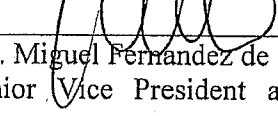
CROSSLAND MEDICAL REVIEW SERVICES, INC.

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

SOUTHWEST MEDICAL EXAMINATION SERVICES, INC.

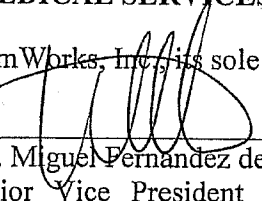
By: 
Name: J. Miguel Fernandez de Castro
Its: Senior Vice President and Chief Financial Officer

THE RICWEL CORPORATION

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

CFO MEDICAL SERVICES, LLC

By: Exam Works, 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

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

Agreed and Accepted:

FIFTH THIRD BANK, as agent

By: _____

Philip Renwick
Vice President

FLORIDA MEDICAL SPECIALISTS, INC.

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

Agreed and Accepted:

FIFTH THIRD BANK, as agent

By: _____

Philip Benwick
Vice President

EXHIBIT B

TRADEMARKS/SERVICEMARKS

B. Servicemarks

ExamWorks, Inc.

Registered service mark no. 3,509,987 for "Abeton"

Registered September 30, 2008 by Abeton, Inc.