

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Third Amendment to Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ExamWorks, Inc.		06/30/2010	CORPORATION: DELAWARE
Southwest Medical Examination Services, Inc.		06/30/2010	CORPORATION: TEXAS
The Ricwel Corporation		06/30/2010	CORPORATION: OHIO
CFO Medical Services, LLC		06/30/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
Diagnostic Imaging Institute, Inc.		06/30/2010	CORPORATION: TEXAS
Ricwel of West Virginia, LLC		06/30/2010	LIMITED LIABILITY COMPANY: WEST VIRGINIA
Pacific Billing Services, Inc.		06/30/2010	CORPORATION: TEXAS
Set-Aside Solutions, LLC		06/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
Marquis Medical Administrators, Inc.		06/30/2010	CORPORATION: NEW YORK
IME Software Solutions, LLC		06/30/2010	LIMITED LIABILITY COMPANY: MICHIGAN
Florida Medical Specialists, Inc.		06/30/2010	CORPORATION: NEW JERSEY
ExamWorks Evaluations of New York, LLC		06/30/2010	LIMITED LIABILITY COMPANY: NEW YORK
ExamWorks Canada, Inc.		06/30/2010	CORPORATION: DELAWARE
Network Medical Review Company, Ltd.		06/30/2010	CORPORATION: ILLINOIS
Network Medical Management Company, Ltd.		06/30/2010	CORPORATION: ILLINOIS
Insurance Appeals, Ltd.		06/30/2010	CORPORATION: ILLINOIS
Elite Physicians, Ltd.		06/30/2010	CORPORATION: ILLINOIS
WorkersFirst, Inc.		06/30/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	222 South Riverside Plaza, 30th Floor		

OP \$65.00 2380002

900166027

TRADEMARK  
 REEL: 004235 FRAME: 0239

City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2380002	ELITE PHYSICIANS
Registration Number:	2671783	

#### 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:	07/01/2010

#### Total Attachments: 7

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**THIRD AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Third Amendment to Intellectual Property Security Agreement (this “**Third Amendment**”) dated as of June 30, 2010, is by and among EXAMWORKS, INC., a Delaware 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, EXAMWORKS EVALUATIONS OF NEW YORK, LLC, a New York limited liability company, EXAMWORKS CANADA, INC., a Delaware corporation, NETWORK MEDICAL REVIEW COMPANY, LTD., an Illinois corporation, NETWORK MEDICAL MANAGEMENT COMPANY, LTD., an Illinois corporation, INSURANCE APPEALS, LTD., an Illinois corporation, ELITE PHYSICIANS, LTD., an Illinois corporation, and WORKERSFIRST, INC., an Illinois corporation (collectively, “**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 Ninth Amendment to Loan and Security Agreement dated as of even date herewith (“**Ninth Amendment**”), which further amends that certain Loan and Security Agreement dated as of December 18, 2009 as further identified in the Ninth Amendment (as amended, the “**Loan Agreement**”).

B. In connection with the Loan Agreement, that certain Intellectual Property Security Agreement dated as of December 18, 2009 was entered into (as amended, the “**IP Security Agreement**”); terms capitalized herein and not otherwise defined herein shall have the meanings ascribed to such terms in the IP Security Agreement, as amended hereby.

C. In connection with those certain acquisitions identified in the Ninth Amendment, Borrowers and Agent desire to further amend the IP Security Agreement as provided in and subject to the terms and conditions of this Third 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. Joinder. From and after the date hereof, each of ExamWorks Canada, Inc., Network Medical Review Company, Ltd., Network Medical Management Company, Ltd., Insurance Appeals, Ltd., Elite Physicians, Ltd., and Workersfirst, Inc. (collectively, “**Additional**

**Borrowers**”) hereby absolutely and unconditionally (i) joins as and becomes a party to the IP Security Agreement as a Borrower thereunder, (ii) assumes, as a joint and several obligor thereunder, all of the obligations, liabilities and indemnities of any Borrower under the IP Security Agreement, and (iii) covenants and agrees to be bound by and adhere to all of the terms, representations, warranties, covenants, waivers, releases, agreements and conditions of or respecting the Borrowers with respect to the IP Security Agreement. All references in the IP Security Agreement to “Borrower” shall hereafter also include each of the Additional Borrowers.

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

(a) Exhibit B (Trademarks/Service marks) 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 Agent and Lenders for all costs, fees, disbursements and expenses incurred by Agent and Lenders 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 Third Amendment.

4. Representations and Warranties of Borrowers. Borrowers each hereby represent and warrant to Agent and Lenders, which representation and warranty shall survive the execution and delivery hereof, that on and as of the date hereof and after giving effect to this Third Amendment:

(a) Borrowers have the corporate or limited liability company power and authority to execute this Third Amendment. This Third Amendment has been duly authorized by all necessary corporate or limited liability company action. This Third 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 Third 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 Third 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 Third Amendment shall not, except as expressly set forth in a writing signed by Agent, suspend, waive or affect any other breach of this Third 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 Third 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 Third Amendment establish a course of dealing among Agent, Lenders, Borrowers or any other obligor, or in any other way obligate Agent or Lenders to hereafter provide any amendments or waivers with respect to the IP Security Agreement. The terms and provisions of this Third 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 Agent or Lenders 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 is hereby ratified and confirmed in all respects.

6. Successors and Assigns. This Third 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 Third Amendment without the prior written consent of Agent.

7. Severability. Wherever possible, each provision of this Third Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this Third 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 Third Amendment.

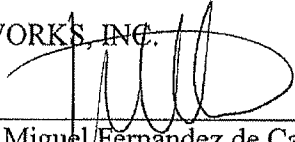
8. Governing Law. This Third Amendment shall be deemed to be a contract made under the laws of the State of Illinois, and the rights and obligations of the parties hereunder shall be construed in accordance with and be enforced and governed by the internal laws of the State of Illinois, without regard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

9. Counterparts; Facsimile. This Third Amendment may be executed in one or more counterparts, each of which when 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.

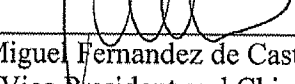
**[Signature Page Follows]**

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

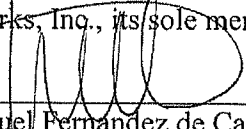
EXAMWORKS, INC.

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

SOUTHWEST MEDICAL EXAMINATION  
SERVICES, INC.  
THE RICWEL CORPORATION  
DIAGNOSTIC IMAGING INSTITUTE, INC.  
PACIFIC BILLING SERVICES, INC.  
MARQUIS MEDICAL ADMINISTRATORS, INC.  
FLORIDA MEDICAL SPECIALISTS, INC.  
EXAMWORKS CANADA, INC.  
NETWORK MEDICAL REVIEW COMPANY,  
LTD.  
NETWORK MEDICAL MANAGEMENT  
COMPANY, LTD.  
INSURANCE APPEALS, LTD.  
ELITE PHYSICIANS, LTD.  
WORKERS FIRST, INC.

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

CFO MEDICAL SERVICES, LLC  
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

SET-ASIDE SOLUTIONS, LLC  
IME SOFTWARE SOLUTIONS, LLC  
EXAMWORKS EVALUATIONS OF NEW  
YORK, LLC

By: ExamWorks, Inc., its sole member

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

SET-ASIDE SOLUTIONS, LLC  
IME SOFTWARE SOLUTIONS, LLC  
EXAMWORKS EVALUATIONS OF NEW  
YORK, LLC

By: ExamWorks, Inc., its sole member

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

EXAMWORKS, INC.  
THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK  
REEL: 004235 FRAME: 0246



**EXHIBIT B**

**TRADEMARKS/SERVICEMARKS**

**A. Trademarks**

Network Medical Review Company, Ltd.  
Registered trademark no. 2380002 for "Elite Physicians"  
Registered August 22, 2000

Network Medical Review Company, Ltd.



Registered trademark no. 2671783 for the following design:  
Registered January 7, 2003