

**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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Network Medical Review Company, Ltd.		06/30/2010	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ExamWorks, Inc.		
<b>Street Address:</b>	3280 Peachtree Road, Suite 2625		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2380002	ELITE PHYSICIANS	
Registration Number:	2671783		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(858)458-3005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cortneygollands@paulhastings.com		
Correspondent Name:	Cortney Gollands		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	74133.00027		
NAME OF SUBMITTER:	Cortney Gollands		
Signature:	/Cortney Gollands/		
Date:	07/01/2010		

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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of June 30, 2010 (the "*Effective Date*"), by and between NETWORK MEDICAL REVIEW COMPANY, LTD., an Illinois corporation ("*Assignor*") and EXAMWORKS, INC., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Stock Purchase Agreement entered into as of June 30, 2010 ("*SPA*"), by and among the Assignor, the Assignee, and Robert C. Porter, M.D., the sole shareholder of Assignor ("*Robert Porter*"), pursuant to which Robert Porter has agreed to sell to Assignee all of the stock of Assignor, including without limitation, the trademarks listed in Schedule A and described below (the "*Marks*"); and

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

NOW THEREFORE, in consideration of mutual promises provided herein and the SPA 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; and (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks 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 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 CFO

**“Assignor”**

Network Medical Review Company, Ltd.  
an Illinois corporation

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

Name: Robert C. Porter, M.D.  
Title: President

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.

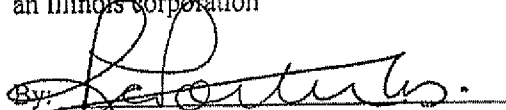
**"Assignee"**

ExamWorks, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**"Assignor"**

Network Medical Review Company, Ltd.  
an Illinois corporation

By:   
Name: Robert C. Porter, M.D.  
Title: President

(Signature Page to Trademark Assignment)

**Schedule A**

**Marks**

Registration no. 2380002, registered August 22, 2000 for Elite Physicians



Registration no. 2671783, registered January 7, 2003 for the following mark: