

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT        |                       |
| <b>NATURE OF CONVEYANCE:</b>     |  | Trademark Assignment  |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| MERGE HEALTHCARE INCORPORATED    |  | 07/30/2010            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | EXAMWORKS, INC.  |                       |                       |
| <b>Street Address:</b>           | 3280 Peachtree Road NE, 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: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 2402928  | EXAMWORKS             |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (213)627-0705  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 213.683.5698   |                       |                       |
| <b>Email:</b>                    | MinetteTayco@paulhastings.com  |                       |                       |
| <b>Correspondent Name:</b>       | Minette M. Tayco   |                       |                       |
| <b>Address Line 1:</b>           | 515 S. Flower St., 25th Floor  |                       |                       |
| <b>Address Line 2:</b>           | Paul, Hastings, Janofsky & Walker LLP  |                       |                       |
| <b>Address Line 4:</b>           | Los Angeles, CALIFORNIA 90071  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | EXAMWORKS (74133.00001)  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Minette M. Tayco   |                       |                       |
| <b>Signature:</b>                | /Minette M. Tayco/   |                       |                       |

CH \$40.00 2402928

Date:

07/30/2010

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of July 30, 2010 (the "*Effective Date*"), by and between MERGE HEALTHCARE INCORPORATED, a Delaware corporation ("*Assignor*") and EXAMWORKS, INC., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Trademark Purchase Agreement entered into as of [the date hereof] (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee the trademark listed in Schedule A (the "*Mark*"); and

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

NOW THEREFORE, in consideration of mutual promises provided herein and the Purchase Agreement, 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 all of Assignor's right, title and interest in and to the Mark together goodwill of the business, if any, symbolized by and associated with the Mark, 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; together with all rights to income, royalties and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue 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. **GENERAL**

2.1. **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).

2.2. **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.

2.3. **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.

2.4. **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.

2.5. **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 Purchase Agreement, and the parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms of the Purchase Agreement. Without limiting the foregoing in this Section, this Assignment does not expand, modify or limit any representations or warranties in the Purchase Agreement.

2.6. **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.

2.7. **Entire Agreement.** This Assignment and the Purchase Agreement constitute the entire agreement among the parties to this Assignment and supersede 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.

*[Signatures on following page]*

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 written above.

**"Assignee"**

**Exam Works, Inc.,**  
a Delaware corporation

By: Clare Arguedas  
Name: Clare Arguedas  
Title: Vice President and General Counsel

**"Assignor"**

**Merge Healthcare Incorporated,**  
a Delaware corporation

By: Tom Mahaffey, Jr.  
Name: Tom Mahaffey, Jr.  
Title: General Counsel

Schedule A

Mark

| Registration Number | Mark      |
|---------------------|-----------|
| 2402928             | EXAMWORKS |

TRADEMARK