

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Fifth Amendment to Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ExamWorks, Inc.		09/01/2010	CORPORATION: DELAWARE
Southwest Medical Examination Services, Inc.		09/01/2010	CORPORATION: TEXAS
The Ricwel Corporation		09/01/2010	CORPORATION: OHIO
CFO Medical Services, LLC		09/01/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
Diagnostic Imaging Institute, Inc.		09/01/2010	CORPORATION: TEXAS
Ricwel of West Virginia, LLC		09/01/2010	LIMITED LIABILITY COMPANY: WEST VIRGINIA
Set-Aside Solutions, LLC		09/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
Marquis Medical Administrators, Inc.		09/01/2010	CORPORATION: NEW YORK
IME Software Solutions, LLC		09/01/2010	LIMITED LIABILITY COMPANY: MICHIGAN
Florida Medical Specialists, Inc.		09/01/2010	CORPORATION: NEW JERSEY
ExamWorks Evaluations of New York, LLC		09/01/2010	LIMITED LIABILITY COMPANY: NEW YORK
ExamWorks Canada, Inc.		09/01/2010	CORPORATION: DELAWARE
Network Medical Review Company, Ltd.		09/01/2010	CORPORATION: ILLINOIS
Network Medical Management Company, Ltd.		09/01/2010	CORPORATION: ILLINOIS
Insurance Appeals, Ltd.		09/01/2010	CORPORATION: ILLINOIS
Elite Physicians, Ltd.		09/01/2010	CORPORATION: ILLINOIS
WorkersFirst, Inc.		09/01/2010	CORPORATION: ILLINOIS
Exigere Corporation		09/01/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	222 South Riverside Plaza, 30th Floor		
City:	Chicago		

OP \$315.00 2917614

900170767

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 REEL: 004271 FRAME: 0097

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2917614	BENCHMARK MEDICAL CONSULTANTS
Registration Number:	2402928	EXAMWORKS
Serial Number:	85101472	EXAMWORKS
Serial Number:	85101495	EXAMWORKS
Registration Number:	2770800	CFO MEDICAL SERVICES
Registration Number:	2545331	EFILE
Registration Number:	2316927	VIDMED RESOLUTIONS
Registration Number:	2380002	ELITE PHYSICIANS
Registration Number:	2671783	
Registration Number:	3041490	SOUTHWEST MEDICAL EXAMINATION SERVICES
Registration Number:	3509987	ABETON
Registration Number:	3577691	QUALMED EVALUATIONS

#### 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:	09/01/2010

Total Attachments: 8

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**FIFTH AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Fifth Amendment to Intellectual Property Security Agreement (this “**Fifth Amendment**”) dated as of September 1, 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, WORKERSFIRST, INC., an Illinois corporation, EXIGERE CORPORATION, a Washington 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 Eleventh Amendment to Loan and Security Agreement dated as of even date herewith (“**Eleventh Amendment**”), which further amends that certain Loan and Security Agreement dated as of December 18, 2009 as further identified in the Eleventh 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 the entry into the Eleventh Amendment, Borrowers and Agent desire to further amend the IP Security Agreement as provided in and subject to the terms and conditions of this Fifth 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. 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 and restated in its entirety as set forth on Exhibit B attached hereto.

2. 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 Fifth Amendment.

3. Representations and Warranties of Borrowers. Borrowers each hereby represent and warrant to Agent and Lenders, which representations and warranties shall survive the execution and delivery hereof, that on and as of the date hereof and after giving effect to this Fifth Amendment:

(a) Borrowers have the corporate or limited liability company power and authority to execute this Fifth Amendment. This Fifth Amendment has been duly authorized by all necessary corporate or limited liability company action. This Fifth 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.

4. Reference to IP Security Agreement; No Waiver.

(a) References. Upon the effectiveness of this Fifth 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 Fifth 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 Fifth Amendment shall not, except as expressly set forth in a writing signed by Agent, suspend, waive or affect any other breach of this Fifth 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 Fifth 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 Fifth 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 Fifth 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.

5. Successors and Assigns. This Fifth 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 Fifth Amendment without the prior written consent of Agent.

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

7. Governing Law. This Fifth 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.

8. Counterparts; Facsimile. This Fifth 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 Pages Follow]**

IN WITNESS WHEREOF, the undersigned have duly executed this Fifth 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.  
EXIGERE CORPORATION

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: Exam Works, 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



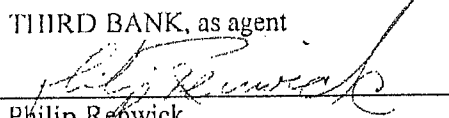
SET-ASIDE SOLUTIONS, LLC  
IME SOFTWARE SOLUTIONS, LLC  
EXAMWORKS EVALUATIONS OF NEW  
YORK, LLC

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 Renwick  
Vice President

EXAMWORKS, INC.  
FIFTH AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

## **EXHIBIT B**

### **TRADEMARKS/SERVICEMARKS**

#### **A. Trademarks**

ExamWorks, Inc.

Registered trademark no. 2,917,614 for "Benchmark Medical Consultants" (words only)

Registered Jan. 11, 2005

ExamWorks, Inc.

Registered mark no. 2402928 for ExamWorks

ExamWorks, Inc.

Trademark application no. 85101472 for ExamWorks

ExamWorks, Inc.

Trademark application no. 85101495 for ExamWorks

ExamWorks, Inc.

Trademark application with the Registrar of Trade-marks at the Canadian Intellectual Property Office no. 1,492,996 (EXAMWORKS)

ExamWorks, Inc.

Trademark application with the Registrar of Trade-marks at the Canadian Intellectual Property Office no. 1,492,992 (EXAMWORKS Design)

CFO Medical Services, LLC

Registered trademark no. 2,770,800 for "CFO Medical Services"

Registered Oct. 7, 2003

The Ricwel Corporation

Registered trademark no. 2,545,331 for "EFILE"

Registered March 5, 2002

The Ricwel Corporation

Registered trademark no. 2,316,927 for "Vidmed Resolutions"

Registered Feb. 8, 2000

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

**B. Servicemarks**

ExamWorks, Inc.

Registered service mark no. S19097 for "Crossland Medical Review Services: Our Service Is Your Solution!"

Registered Jan. 31, 2005

Southwest Medical Examination Services, Inc.

Registered service mark no. 3,041,490 for "Southwest Medical Examination Services"

Registered Jan. 10, 2006

ExamWorks, Inc.

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

Registered September 30, 2008 by Abeton, Inc.

ExamWorks, Inc.

Registered service mark no. 3,577,691 for "QualMed Evaluations"

Registered February 17, 2009 by QualMed Evaluations, Inc.