

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Genex Services, Inc.		12/01/2010	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1600 John F. Kennedy Boulevard
Internal Address:	4 Penn Center, Suite 1100
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1292513	ACCUMED
Registration Number:	2267922	ASSESSMENT REFERENCE TOOL
Registration Number:	2597116	CLAIMS TOOLBOX
Registration Number:	2267923	CLINICAL GUIDELINES TOOL
Registration Number:	2532192	HEALTHINFOSEEKER
Registration Number:	1664615	INFER
Registration Number:	1135915	INTERNATIONAL REHABILITATION ASSOCIATES
Registration Number:	1312563	INTRACORP
Registration Number:	2962799	INTRACORP
Registration Number:	1552236	INTRACORP PREFERRED CARE
Registration Number:	2420271	REFERRAL EXPERT
Registration Number:	3092077	THE PEOPLE YOU COUNT ON. THE OUTCOME YOU EXPECT.

CH \$315.00 1292513

CORRESPONDENCE DATA

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	17038-30260
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/03/2010

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2010, is entered into between GENEX SERVICES, INC., a Pennsylvania corporation (“Grantor”), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders (“Administrative Agent”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 19, 2007, by and among Grantor, Genex Holdings, Inc., the financial institutions party thereto as lenders (the “Lenders”) and the Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans and certain other financial accommodations to Grantor; and

WHEREAS, in order to induce (i) the Lenders and Administrative Agent to enter into the Credit Agreement and the other Loan Documents, and (ii) the Lenders to make such Loans and other financial accommodations, Grantor has agreed to grant to Administrative Agent, for itself and for the benefit of the Lenders, a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Collateral Agreement, dated as of March 19, 2007, by and among Grantor, the other grantors party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for its benefit and the benefit of the Lenders, a continuing first priority Lien in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and the Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GENEX SERVICES, INC., as Grantor**

By: Peter C. Madeja  
Name: Peter C. Madeja  
Title: President & CEO

**BANK OF AMERICA, N.A.,  
as Administrative Agent**

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**GENEX SERVICES, INC.,** as Grantor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

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

Name: Kenneth G. Wood

Title: SUP



**SCHEDULE I**  
**TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
ACCUMED	1,292,513	August 28, 1984
ASSESSMENT REFERENCE TOOL	2,267,922	August 3, 1999
CLAIMS TOOLBOX	2,597,116	July 23, 2002
CLINICAL GUIDELINES TOOL	2,267,923	August 3, 1999
HEALTHINFOSEEKER	2,532,192	January 22, 2002
INFER	1,664,615	November 12, 1991
INTERNATIONAL REHABILITATION ASSOCIATES	1,135,915	May 20, 1980
INTRACORP	1,312,563	January 1, 1985
INTRACORP & Design	2,962,799	June 21, 2005
INTRACORP PREFERRED CARE	1,552,236	August 15, 1989
REFERRAL EXPERT	2,420,271	January 2, 2001
THE PEOPLE YOU COUNT ON. THE OUTCOME YOU EXPECT.	3,092,077	May 15, 2006