

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
SmartComp, L.L.C.		12/30/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Funding V, LLC, as Administrative Agent
Street Address:	7735 Old Georgetown Road
Internal Address:	Suite 400
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85101057	GSE
Serial Number:	85101041	GSU
Serial Number:	85101002	GSI
Serial Number:	85100983	GSA
Serial Number:	85100384	GOLD STANDARD EXPECTATION
Serial Number:	85100317	GOLD STANDARD UNSUPPORTED
Serial Number:	85100297	GOLD STANDARD INCONCLUSIVE
Serial Number:	85100249	GOLD STANDARD APPROVED
Serial Number:	85100117	GOLD STANDARD REVIEW
Serial Number:	77417330	SMARTCOMP
Serial Number:	76255788	UNIVERSAL SMARTCOMP THE SMART WAY TO MANAGE YOUR INJURED WORKERS.

CORRESPONDENCE DATA

900180621

**TRADEMARK
 REEL: 004448 FRAME: 0001**

CH \$290.00 85101057

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
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Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	41012.00.0044-SCHOENDORFF
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	01/06/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of December 30, 2010 by **SmartComp, L.L.C.**, a Delaware limited liability company ("Grantor"), in favor of MidCap Funding V, LLC, a Delaware limited liability company, in its capacity as administrative agent for the Lenders party to the Credit Agreement (together with its successors and assigns, in such capacity, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, the Guarantors party thereto (together with Grantor, collectively, "Credit Parties"), the financial institutions or other entities as may from time to time become parties thereto as lenders (the "Lenders") and Grantee are parties to that certain Credit and Guaranty Agreement dated as of December 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extension of credit to be made to Grantor by the Lenders, and that certain Security and Pledge Agreement dated as of December 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and all renewals thereof (the "Trademarks"), whether now owned or existing or owned, acquired, or arising hereafter, and all Proceeds of any and all of the foregoing, to secure, inter alia, the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby assigns and grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior assignment and grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in, upon

and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or owned, acquired or arising hereafter:

(i) all Trademarks, including without limitation each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all Proceeds of any and all of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, the undersigned has duly executed this Agreement as of the date first written above.

GRANTOR:

SMARTCOMP, L.L.C., a Delaware limited liability company


By: 

Christopher Feeney
President

(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above:


MIDCAP FUNDING V, LLC, a Delaware limited
liability company, as Grantee

By: 

Marc Preiser
Managing Director

SCHEDULE 1

TRADEMARKS

COUNTRY	MARK	APPLN NO.	FILED	REGN NO	REGN DATE	Current Owner
US	GSE	85/101057	8/5/10			SmartComp, LLC
US	GSU	85/101041	8/5/10			SmartComp, LLC
US	GSI	85/101002	8/5/10			SmartComp, LLC
US	GSA	85/100983	8/5/10			SmartComp, LLC
US	GOLD STANDARD EXPECTATION	85/100384	8/4/10			SmartComp, LLC
US	GOLD STANDARD UNSUPPORTED	85/100317	8/4/10			SmartComp, LLC
US	GOLD STANDARD INCONCLUSIVE	85/100297	8/4/10			SmartComp, LLC
US	GOLD STANDARD APPROVED	85/100249	8/4/10			SmartComp, LLC
US	GOLD STANDARD REVIEW	85/100117	8/4/10			SmartComp, LLC
US	SMARTCOMP	77/417330	3/10/08	3614722	5/5/09	SmartComp, L.L.C.
US	 UNIVERSAL SMARTCOMP THE SMART WAY TO MANAGE YOUR INJURED WORKERS.	76/255788	5/14/01	2753851	8/19/03	SmartComp, L.L.C.