

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Examination Management Services, Inc.		08/01/2011	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	1445 Ross Avenue, Suite 300
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1981280	TELEPRO
Registration Number:	2043466	EMSI
Registration Number:	2092944	OHT OCCUPATIONAL HEALTH TESTING
Registration Number:	2110591	E ELECTRONIC SERVICES
Registration Number:	2501748	VIA SOLUTIONS GROUP
Registration Number:	3063439	OUR VISION IS CLEAR
Serial Number:	76590449	ECHO
Serial Number:	85292880	HEALTHY HOUSE CALLS
Serial Number:	85292943	HEALTHY HOUSE CALLS
Registration Number:	3855672	CHECKRX
Registration Number:	3650883	SMARTPARTNER
Registration Number:	3315298	EMSI
Registration Number:	3315299	EMSI
Registration Number:	3203336	EMSI

TRADEMARK

900202322

REEL: 004624 FRAME: 0730

CH \$465.00 1981280

Registration Number:	3063474	EMSI
Registration Number:	3111532	EMSI
Registration Number:	3063476	EMSI
Registration Number:	2664534	SMARTPARTNER

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 42575.010122

NAME OF SUBMITTER: Edward T. White

Signature: /Edward T. White/

Date: 09/16/2011

Total Attachments: 20

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TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

Dated as of August 1, 2011

between

Examination Management Services, Inc.

and

Wells Fargo Bank, National Association

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of August 1, 2011, is by and between **EXAMINATION MANAGEMENT SERVICES, INC.**, a Nevada corporation ("**Assignor**"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**").

WHEREAS, Assignor, the parent entity of Assignor and Lender are parties to that certain Credit Agreement dated as of July 1, 2009, as amended by that certain First Amendment to Credit Agreement dated as of the date hereof (the "**First Amendment**") (as it may be amended or modified from time to time, the "**Credit Agreement**");

WHEREAS, it is a condition precedent to the First Amendment that Assignor execute and deliver to Lender a trademark security agreement in substantially the form hereof;

WHEREAS, Assignor and its parent entity have executed and delivered to Lender the Security Agreement (as defined in the Credit Agreement), pursuant to which, among other things, Assignor has granted to Lender a security interest in all of Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement; any capitalized term used herein and not otherwise defined herein or in the Credit Agreement shall have the meaning provided therefore in the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill and the Related Assets, and all accessions to, substitutions for, replacements of and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, and terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Secured Obligations. See the definition of such term in the Security Agreement.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of Assignor, or to which Assignor is a party, pertaining to any Trademarks, Trademark Registrations or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of Assignor or Lender to enforce, and sue and recover for, any breach or violation of any such agreement to which Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of Assignor or Lender and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Assignor or Lender for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of Assignor, including all goodwill associated with any of the foregoing, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by Assignor or are now owned, held or used by Assignor, in Assignor's business, or with Assignor's products and services, or in which Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by Assignor in Assignor's business or with Assignor's products and services, or in which Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with Assignor or its business or for the direct or indirect benefit of Assignor or its business, including all such uses by Assignor itself, by any of the affiliates of Assignor, or by any franchisee, licensee or contractor of Assignor.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Secured Obligations, Assignor hereby unconditionally grants to Lender a continuing security interest in and first priority lien on, and a conditional assignment of, the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to Lender. In addition, Assignor has executed in blank and delivered to Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Marks**"). Assignor hereby authorizes Lender to

complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of Lender's remedies under this Trademark Agreement, the Security Agreement and the other Loan Documents.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, Assignor grants, assigns, transfers, conveys and sets over to Lender Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by Lender) upon an Event of Default for which acceleration of the Secured Obligations is automatic under the Credit Agreement or the Security Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by Assignor to Lender or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement Assignor has granted to Lender a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of Lender in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of Lender in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of Lender in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of Lender in and to the Pledged Trademarks (and any and all obligations of Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Lender (and the obligations of Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Assignor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) to Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) to Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of Assignor's knowledge, there is no infringement by Assignor of the trademark rights of others; (f)

Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement, this Trademark Agreement and other Liens permitted by the Credit Agreement; (g) Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (h) Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks, in each case as it deems appropriate for its business in its reasonable discretion; (i) Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its provision of services sold or provided under the Trademarks; (j) this Trademark Agreement, together with the Security Agreement, will create in favor of Lender a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this Section 3; and (k) except for the filing of financing statements with the Secretary of State for the State of Nevada under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by Assignor, or (ii) for the perfection of or the exercise by Lender of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Except as permitted by the Credit Agreement or hereunder, without Lender's prior written consent, Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with Assignor's obligations under this Trademark Agreement or the Security Agreement.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Secured Obligations shall have been finally paid and satisfied in full, Assignor shall obtain any right, title or interest in or to any other or new federally registered Trademarks, Trademark Registrations or Trademark Rights in each case relating to such federally registered Trademarks, the provisions of this Trademark Agreement shall automatically apply thereto and Assignor shall promptly provide to Lender notice thereof in writing and execute and deliver to Lender such documents or instruments as Lender may request further to implement, preserve or evidence Lender's interest therein.

5.2. Amendment to Schedule. Assignor authorizes Lender to modify this Trademark Agreement and the Assignment of Marks, without the necessity of Assignor's further approval or signature, by amending Exhibit 1 hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 5.

6. TRADEMARK PROSECUTION.

6.1. Assignor Responsible. Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by Lender in connection with Lender's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

6.2. Assignor's Duties, etc. Assignor shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations in each case as it deems necessary and appropriate for its business in its reasonable discretion. Any expenses incurred in connection with such applications and actions shall be borne by Assignor. Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of Lender.

6.3. Assignor's Enforcement Rights. Assignor shall have the right and the duty to bring suit or other action in Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights in each case as it deems necessary and appropriate for its business in its reasonable discretion. Assignor may require Lender to join in such suit or action as necessary to assure Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) Lender is completely satisfied that such joinder will not subject Lender to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 6.3.

6.4. Protection of Trademarks, etc. In general, Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate for its business, in its reasonable discretion, to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that in its reasonable discretion would adversely affect the validity, grant or enforcement of the Pledged Trademarks. After the occurrence and during the continuance of an Event of Default, Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as Lender may direct Assignor to take to maintain, protect, preserve, care for and enforce the Pledged Trademarks.

6.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, Assignor will notify Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that has or could materially adversely affect the value of any of the Pledged Trademarks, the ability of Assignor or Lender to dispose of any of the Pledged Trademarks or the rights and remedies of

Lender in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Texas, and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by Lender in attempting to enforce this Trademark Agreement (including all expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

8.1. Expenses Incurred by Lender. At any time after the occurrence and during the continuance of an Event of Default, Lender, in its own name or that of Assignor (in the sole discretion of Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and Assignor agrees promptly to reimburse Lender for any cost or expense incurred by Lender in so doing.

8.2. Lender's Obligations and Duties.

(a) Nothing in this Trademark Agreement, expressed or implied, is intended or shall be construed to give to any Person other than Assignor or Lender any legal or equitable right, remedy, or claim under or in respect of this Trademark Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of Assignor and Lender.

(b) Anything herein to the contrary notwithstanding, Assignor shall remain obligated and liable under each contract or agreement comprised in the Pledged Trademarks to be observed or performed by Assignor thereunder. Lender shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Trademark Agreement or the receipt by Lender of any payment relating to any of the Pledged Trademarks, nor shall Lender be obligated in any manner to perform any of the obligations of

Assignor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by Lender in respect of the Pledged Trademarks or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to Lender or to which Lender may be entitled at any time.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, Assignor does hereby make, constitute and appoint Lender (and any officer or agent of Lender as Lender may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that Assignor is obligated to execute and do hereunder. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by Lender under this power of attorney (except for Lender's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES.

Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to Lender the grant, perfection and priority of Lender's security interest in the Pledged Trademarks.

11. TERMINATION.

At such time as all of the Secured Obligations have been finally paid and satisfied in full and all Commitments of Lender under the Credit Agreement have terminated, this Trademark Agreement shall terminate and Lender shall, upon the written request and at the expense of Assignor, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to Lender by Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by Lender pursuant hereto or the Security Agreement.

12. COURSE OF DEALING.

No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and expenses incurred by Lender in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by Assignor.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LENDER ASSUMES NO LIABILITIES OF ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF ASSIGNOR, AND ASSIGNOR SHALL INDEMNIFY LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY LENDER WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be made or given in the same manner as set forth in Section 7.2 of the Credit Agreement, or at such other address for notice as Assignor shall last have furnished in writing to the person giving the notice.

17. AMENDMENT AND WAIVER.

Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by Lender. This Trademark Agreement is subject to modification only by a writing signed by Lender and Assignor, except as provided in Section 5.2. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF TEXAS, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

19. JURISDICTION AND PROCESS; WAIVER OF JURY TRIAL.

19.1. Jurisdiction. Assignor irrevocably submits to the non-exclusive jurisdiction of any Texas State or federal court sitting in Dallas County, Texas, over any suit, action or proceeding arising out of or relating to this Trademark Agreement. To the fullest extent permitted by applicable law, Assignor irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

19.2. Service of Process. Assignor consents to process being served by or on behalf of Lender in any suit, action or proceeding of the nature referred to in Section 19.1 by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 7.2 of the Credit Agreement or at such other address of which Lender shall then have been notified pursuant to said Section. Assignor agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

19.3. No Waiver. Nothing in this Section 19 shall affect the right of Lender to serve process in any manner permitted by law, or limit any right that Lender may have to bring proceedings against Assignor in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

19.4. Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, Assignor waives any right which it may have to claim or recover in any

litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Assignor (i) certifies that neither Lender nor any of its representative, agent or attorney has represented, expressly or otherwise, that any of them would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which any of them is a party, Lender are relying upon, among other things, the waivers and certifications contained in this Section 19.4.

20. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Assignor acknowledges receipt of a copy of this Trademark Agreement.


21. Counterparts.

This Trademark Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

[Remainder of page intentionally left blank; next page is signature page.]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

EXAMINATION MANAGEMENT SERVICES, INC.

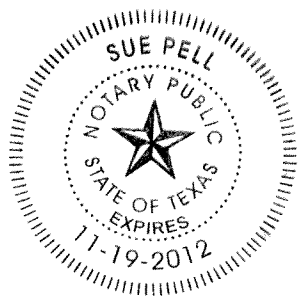
By: 
Name: Anthony Falisi
Title: Secretary

STATE OF Texas)
COUNTY OF Dallas) ss.

On this the 28th day of July, 2011, before me appeared Anthony Falisi, the person who signed this instrument, who acknowledged that (s)he is the Secretary of Examination Management Services, Inc. and that being duly authorized (s)he signed such instrument as a free act on behalf of said corporation.


Sue Pell
Notary Public

[Seal]



My commission expires:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: *Jake Osterman*
Title: *Vice President*

[Signature Page to Trademark Collateral Security and Pledge Agreement]

SCHEDULE A

Trademarks and Trademark Registrations

A. Have been adopted, acquired, owned, held or used:

<u>Trademark or Service Mark</u>	<u>Serial or Registration No.</u>	<u>Date</u>
TELEPRO	1,981,280	06/18/96
EMSI logo	2,043,466	03/11/97
OHT Occupational Health Testing logo	2,092,944	09/02/97
e electronic services logo	2,110,591	11/04/97
Via Solutions Group logo	2,501,748	10/30/01
OUR VISION IS CLEAR	3,063,439	02/28/06
ECHO logo	76/590449	05/04/04

B. Now owned, held, or used:







<u>Trademark or Service Mark</u>	<u>Serial or Registration No.</u>	<u>Registration Date</u>
HEALTHY HOUSE CALLS	85/292,880	04/12/11
	85/292,943	04/12/11
CHECKRX	3,855,672	10/05/11
SMARTPARTNER	3,650,883	07/07/09
EMSI	3,315,298	10/23/07
	3,315,299	10/23/07
	3,203,336	01/30/07
	3,063,474	02/28/06
	3,111,532	07/04/06
	3,063,476	02/28/06
SMARTPARTNER	2,664,534	12/15/08

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, **EXAMINATION MANAGEMENT SERVICES, INC.**, a corporation organized and existing under the laws of the State of Nevada, having a place of business at 3050 Regent Blvd., Suite 400, Irving, Texas 75063 ("Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____ ("Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Remainder of page intentionally left blank; next page is signature page.]

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

[_____]

By: _____

Name:

Title:







[Signature Page to Assignment of Trademarks and Service Marks (U.S.)]

ANNEX

Trademark
or
Service Mark

Serial or Registration No.

Date

HEALTHY HOUSE CALLS	85/292,880	04/12/11
 HEALTHY HOUSE CALLS	85/292,943	04/12/11
CHECKRX	3,855,672	10/05/11
SMARTPARTNER	3,650,883	07/07/09
EMSI	3,315,298	10/23/07
 EMSI	3,315,299	10/23/07
 EMSI	3,203,336	01/30/07
 EMSI	3,063,474	02/28/06
 EMSI	3,111,532	07/04/06
 EMSI	3,063,476	02/28/06
SMARTPARTNER	2,664,534	12/15/08

Annex

42575.010122 EMF_US 36521248v4

RECORDED: 09/16/2011

TRADEMARK
REEL: 004624 FRAME: 0751