

## 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           |
| PERFORMANT FINANCIAL CORPORATION  |                                       | 03/19/2012     | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA  |                                       |                |                       |
| Name:   | MADISON CAPITAL FUNDING LLC, as Agent |                |                       |
| Street Address:   | 30 South Wacker Drive, Suite 3700     |                |                       |
| City:   | Chicago                               |                |                       |
| State/Country:  | ILLINOIS                              |                |                       |
| Postal Code:  | 60606                                 |                |                       |
| Entity Type:  | LIMITED LIABILITY COMPANY: DELAWARE   |                |                       |
| PROPERTY NUMBERS Total: 2   |                                       |                |                       |
| Property Type   | Number                                | Word Mark      |                       |
| Registration Number:  | 3532437                               | PERFORMANT     |                       |
| Registration Number:  | 3612302                               | DCS            |                       |
| CORRESPONDENCE DATA   |                                       |                |                       |
| Fax Number:   | (312)863-7806                         |                |                       |
| Phone:  | 312-863-7198                          |                |                       |
| Email:  | nancy.brougher@goldbergkohn.com       |                |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                       |                |                       |
| Correspondent Name:   | Nancy Brougher                        |                |                       |
| Address Line 1:   | Goldberg Kohn Ltd.                    |                |                       |
| Address Line 2:   | 55 East Monroe Street, Suite 3300     |                |                       |
| Address Line 4:   | Chicago, ILLINOIS 60603               |                |                       |
| ATTORNEY DOCKET NUMBER:   | 4975.043                              |                |                       |
| NAME OF SUBMITTER:  | Nancy Brougher                        |                |                       |

OP \$65.00 3532437

|   |            |
|---|------------|
| Signature:  | /njb/      |
| Date:   | 03/20/2012 |
| <b>Total Attachments: 5</b><br>source=Performant Trademark Security Agreement#page1.tif<br>source=Performant Trademark Security Agreement#page2.tif<br>source=Performant Trademark Security Agreement#page3.tif<br>source=Performant Trademark Security Agreement#page4.tif<br>source=Performant Trademark Security Agreement#page5.tif |            |

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2012, by PERFORMANT FINANCIAL CORPORATION, a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among DCS Business Services, Inc. ("Borrower"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith among Borrower, Grantor, the other Loan Parties party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit or the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a security interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, 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 (as defined in the Collateral Agreement) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) 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 (ii) injury to the goodwill associated with any Trademark.

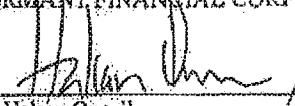
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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.

PERFORMANT FINANCIAL CORPORATION

By:   
Name: Hakan Orvell  
Title: Chief Financial Officer and Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

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

Trademark Security Agreement

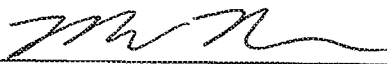
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PERFORMANT FINANCIAL CORPORATION

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

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  \_\_\_\_\_  
Name: Michael Nativi  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

| <b>Grantor/Owner</b>             | <b>Trademark</b> | <b>Date of Registration</b> | <b>Trademark Registration Number</b> | <b>Trademark Serial Number</b> |
|----------------------------------|------------------|-----------------------------|--------------------------------------|--------------------------------|
| Performant Financial Corporation | Performant       | 11/11/08                    | 3532437                              | 78608100                       |
| Performant Financial Corporation | DCS              | 04/28/2009                  | 3612302                              | 77577986                       |