

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENEX Services, Inc.		06/11/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3886086	RISKID
Registration Number:	3092077	THE PEOPLE YOU COUNT ON. THE OUTCOME YOU EXPECT.
Registration Number:	2962799	INTRACORP
Registration Number:	2532192	HEALTHINFOSEEKER
Registration Number:	2597116	CLAIMS TOOLBOX
Registration Number:	2420271	REFERRAL EXPERT
Registration Number:	2267923	CLINICAL GUIDELINES TOOL
Registration Number:	2267922	ASSESSMENT REFERENCE TOOL
Registration Number:	2042174	GENEX
Registration Number:	1664615	INFER
Registration Number:	1552236	INTRACORP PREFERRED CARE
Registration Number:	1312563	INTRACORP
Registration Number:	1292513	ACCUMED

OP \$365.00 3886086

Registration Number:

1135915

INTERNATIONAL REHABILITATION ASSOCIATES

CORRESPONDENCE DATA

Fax Number: 9194168328

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 9192868041

Email: pto_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:

017625-4771 EAR

NAME OF SUBMITTER:

Ellen A. Rubel

Signature:

/Ellen A. Rubel/

Date:

06/12/2012

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), effective as of June 11, 2012 is made by GENEX Services, Inc., a Pennsylvania corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A. (the "Administrative Agent"), for the holders of the Secured Obligations (as defined in the Security Agreement described below).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, dated as of June 11, 2012 (as the same may be amended, modified, restated or supplemented from time to time, the "Credit Agreement"), among GENEX Services, Inc., as borrower (the "Borrower"), Genex Holdings, Inc. and certain subsidiaries of the Borrower, the Grantor has executed and delivered the Security and Pledge Agreement, dated as of June 11, 2012 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement"), by and among the obligors from time to time party thereto, including the Grantor, and the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the holders of the Secured Obligations a continuing security interest in the Trademarks and the Trademark Licenses now owned or hereafter acquired by the Grantor in which the Grantor now has, or at any time in the future may acquire, any right, title or interest; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the holders of the Secured Obligations to make Loans and issue Letters of Credit pursuant to the Credit Agreement and other financial accommodations to the Borrower, the Grantor agrees, for the benefit of the holders of the Secured Obligations, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Credit Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in the Trademarks and Trademark Licenses now owned, or at any time hereafter acquired by the Grantor, or in which the Grantor now has, or at any time in the future may acquire, any right title and interest (including, without limitation, those items listed on Schedule 1 attached hereto) (collectively, the "Collateral").

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the holders of the Secured Obligations in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the holders of the Secured Obligations thereunder) shall remain in full force and effect in accordance with its terms.

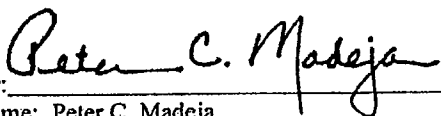
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date set forth above.

GENEX Services, Inc., as the Grantor

By: 

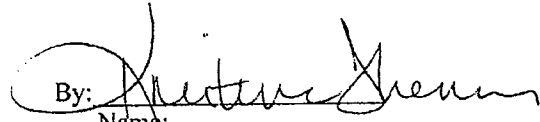
Name: Peter C. Madeja

Title: President and Chief Executive Officer

GENEX SERVICES, INC.
GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004799 FRAME: 0759

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

By: 

Name:
Title:

KRISTINE THENNES
Vice President

GENEX NETWORK SERVICES, LLC
GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004799 FRAME: 0760

SCHEDULE 1

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
RISKID	3886086	12/7/10
THE PEOPLE YOU COUNT ON. THE OUTCOME YOU EXPECT.	3092077	5/16/06
INTRACORP and Design	2962799	6/21/05
HEALTHINFOSEEKER	2532192	1/22/02
CLAIMS TOOLBOX	2597116	7/23/02
REFERRAL EXPERT	2420271	1/9/01
CLINICAL GUIDELINES TOOL	2267923	8/3/99
ASSESSMENT REFERENCE TOOL	2267922	8/3/99
GENEX	2042174	3/4/97
INFER	1664615	11/12/91
INTRACORP PREFERRED CARE	1552236	8/15/89
INTRACORP	1312563	1/1/85
ACCUMED	1292513	8/28/84
INTERNATIONAL REHABILITATION ASSOCIATES	1135915	5/20/80

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