

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
Options & Choices, Inc.		06/11/2012	CORPORATION: WYOMING

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: 10

Property Type	Number	Word Mark
Registration Number:	3488155	TURNING HISTORY INTO FORESIGHT
Registration Number:	2755605	WEBOPTIS
Registration Number:	2820692	OCI
Registration Number:	2820691	OCI
Registration Number:	1677996	THE HUMAN CAPITAL PROGRAM
Registration Number:	1643399	OPTIS
Registration Number:	4119137	LEAVEXPERT
Registration Number:	4096647	OCI FASTTRACK
Serial Number:	85560863	WEBOPTIS
Serial Number:	85560859	OPTIS

CORRESPONDENCE DATA

Fax Number: 9194168328

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

TRADEMARK

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 Options & Choices, Inc., a Wyoming 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.

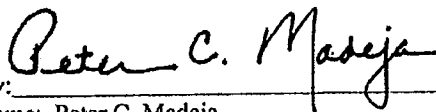
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and 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.

Options & Choices, Inc., as the Grantor



By: _____

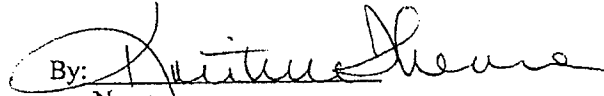
Name: Peter C. Madeja

Title: President and Chief Executive Officer

OPTIONS & CHOICES, INC.
GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004799 FRAME: 0766

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

By: 

Name:

Title:

KRISTINE THENNES
Vice President

OPTIONS & CHOICES, INC.
GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004799 FRAME: 0767

SCHEDULE 1

US Trademarks

Registered Marks

Mark	Registration No.	Registration Date
TURNING HISTORY INTO FORESIGHT	3488155	8/19/08
WEBOPTIS	2755605	8/26/03
OCI	2820692	3/9/04
OCI and Design	2820691	3/9/04
THE HUMAN CAPITAL PROGRAM	1677996	3/3/92
OPTIS	1643399	5/7/91
LEAVEXPERT	4119137	3/27/12
OCI FASTTRACK	4096647	2/7/12

Pending Applications

Mark	Application No.	Filing Date
WEBOPTIS	85560863	3/5/12
OPTIS	85560859	3/5/12