

## 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
Worley Claims Services, LLC		07/06/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3576946	WORLEY	
Registration Number:	3568182	CERTAINTY IN A WORLD OF RISK	
CORRESPONDENCE DATA			
Fax Number:	202.887.48		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.887.4000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee (Akin Gump)		
Address Line 1:	1333 New Hampshire Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	680890.0001		
NAME OF SUBMITTER:	David C. Lee		
Signature:	/David C. Lee/		

CH \$65.00 3576946

TRADEMARK

Date:

07/09/2012

**Total Attachments: 4**

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## **TRADEMARK SECURITY INTEREST AGREEMENT**

This TRADEMARK SECURITY AGREEMENT ("***Agreement***"), is made effective as of July 6, 2012, by and between WORLEY CLAIMS SERVICES, LLC, a Delaware limited liability company and the Subsidiaries of the Borrower (as described below) (collectively, the "***Borrower***") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("***Credit Suisse***"), as collateral agent.

WHEREAS, the Borrower and Credit Suisse are parties to certain Guarantee and Collateral Agreement dated as of July 6, 2012 ("***Collateral Agreement***");

WHEREAS, in connection with the Collateral Agreement, the Borrower along with certain Subsidiaries of Borrower (as set forth in the Credit Agreement) have assigned and pledged to Credit Suisse, a security interest in certain Pledged Collateral (as defined in the Credit Agreement);

WHEREAS, pursuant to the Collateral Agreement, the Borrower is executing and delivering to Credit Suisse, as collateral agent, this Agreement for recordal in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and confirm as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, shall have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby confirms the assignment and pledge to Credit Suisse and its successors and assigns, for the ratable benefit of the Secured Parties (as defined in the Collateral Agreement), a security interest in, all of Borrower's right, title and interest in, to and under the Pledged Collateral, including all right, title, and interest in, to and under the trademarks and registrations therefor set forth in **Schedule A** attached hereto.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or any other offices as desired by Credit Suisse. The security interest granted hereby has been granted to Credit Suisse in connection with the Collateral Agreement and the present Agreement is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of Credit Suisse thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of Credit Suisse and the Lenders (as defined in the Collateral Agreement) with respect to the security interest in the Pledged Collateral granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern. Nothing herein is intended to impact the parties' rights and obligations as set forth in the Collateral Agreement.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date hereinabove.

**WORLEY CLAIMS SERVICES, LLC**  
**Grantor of the Security Interest**

By: 

Name: Michael A. Worley

Title: Chief Executive Officer

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
**as Collateral Agent for the Lenders**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of Credit Suisse and the Lenders (as defined in the Collateral Agreement) with respect to the security interest in the Pledged Collateral granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern. Nothing herein is intended to impact the parties' rights and obligations as set forth in the Collateral Agreement.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date hereinabove.

**WORLEY CLAIMS SERVICES, LLC**  
**Grantor of the Security Interest**

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

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
**as Collateral Agent for the Lenders**

By:   
Name: Robert Healey  
Title: Authorized Signatory

  
Robert Franz  
Managing Director

**SCHEDULE A**

**U.S. Trademark Registrations**

<b>Trademark</b>	<b>U.S. Registration Number</b>
WORLEY and Design	3,576,946
CERTAINTY IN A WORLD OF RISK	3568,182