

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evidera Acquisition, Inc.		07/01/2013	CORPORATION: DELAWARE
Evidera, Inc.		07/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as collateral agent		
Street Address:	2951 28th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3668312	EXACT-PRO INITIATIVE	
Registration Number:	3668313	EXACT-PRO INITIATIVE	
Registration Number:	3642040	EXACT	
Serial Number:	85235745	MODEL-IT	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	077341-0013		

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NAME OF SUBMITTER:	Scott Kareff (077341-0013)
Signature:	/kc for sk/
Date:	07/03/2013
Total Attachments: 5 source=Trademark Security Agreement for Evidera, Inc#page1.tif source=Trademark Security Agreement for Evidera, Inc#page2.tif source=Trademark Security Agreement for Evidera, Inc#page3.tif source=Trademark Security Agreement for Evidera, Inc#page4.tif source=Trademark Security Agreement for Evidera, Inc#page5.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of July 1, 2013 (this "**Agreement**"), among Evidera Acquisition, Inc. ("**Merger Sub**"), Evidera, Inc., a Delaware corporation ("**Holdings**") and the Subsidiaries of Holdings from time to time party hereto (together with the Borrower and Holdings, each a "**Grantor**", and collectively, the "**Grantors**"), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of July 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of July 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Merger Sub, Holdings, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

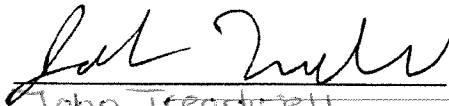
SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EVIDERA, INC.

By: 
Name: John Treadwell
Title: President

EVIDERA ACQUISITION, INC.

By: 
Name: John Treadwell
Title: President

TRADEMARK SECURITY AGREEMENT

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Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 

Name: Howard M. Levkowitz


Title: President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005063 FRAME: 0567

Schedule I

I. Trademarks

Mark	Reg. No.	Current Owner
EXACT-PRO INITIATIVE	3668312	UBC Health Care Analytics, Inc.
	3668313	UBC Health Care Analytics, Inc.
EXACT	3642040	UBC Health Care Analytics, Inc.
MODEL-IT	85/235745	UBC Health Care Analytics, Inc.

II. Trademark Applications

None.