

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sedgwick Claims Management Services, Inc.		02/28/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as collateral agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Aktiengesellschaft: SWITZERLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3522215	F.A.C.T.S.	
Registration Number:	2752728	FACTUAL PHOTO	
Registration Number:	3525470	F.A.C.T.S. FAST ACCURATE CASE TRACKING S	
Registration Number:	4140985	FMLADVANTAGE	
Registration Number:	1444423	JURIS	
Registration Number:	2279704	OCCUNET	
Registration Number:	2467163	SRS COMPWORKS !	
Registration Number:	3538608	SRS CONNECT	
Registration Number:	2617363	SRS SPECIALTY RISK SERVICES	
Registration Number:	2912669	SS SELECTIVE SETTLEMENTS INTERNATIONAL	
Registration Number:	2822090	VIAONE	
Registration Number:	4478077	PERFORMANCE 360	
CORRESPONDENCE DATA			

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
Signature:	/Marina Kelly, Thomson Reuters/
Date:	03/06/2014

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 28, 2014, is made by Sedgwick Claims Management Services, Inc. (the "Grantor"), in favor of UBS AG, Stamford Branch, as collateral agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Oracle Intermediate Holdings Inc. (to be renamed Sedgwick Holdings, Inc.), a Delaware corporation ("Holdings"), Oracle Merger Sub Inc. (to be merged into Sedgwick, Inc., a Delaware corporation ("Sedgwick") (with Sedgwick surviving such merger), and subsequently merged into Sedgwick Claims Management Services, Inc., an Illinois corporation (the "Company") (with the Company surviving such merger)), a Delaware corporation ("Merger Sub"), Sedgwick, the Company, the Lenders party thereto and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrower, Holdings and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of February 28, 2014, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1051 and accepted by the

United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by 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 Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties 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.

5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

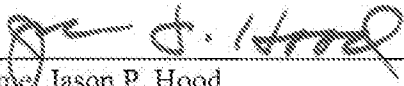
SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.,
as Grantor

By: _____
Name:
Title:

[First Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005231 FRAME: 0690

**SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.**

By: 
Name: Jason P. Hood
Title: Executive Vice President, Chief Legal Officer
and Secretary

[Signature Page to First Lien Grant of Security Interest in Trademark Rights]

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director

By: Jennifer Anderson
Name: Jennifer Anderson
Title: Associate Director

[Signature Page to First Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005231 FRAME: 0692

Schedule A
to Grant of Security Interest in Trademark Rights

Owner	Registration Number	Title
Sedgwick Claims Management Services, Inc.	3522215	F.A.C.T.S.
Sedgwick Claims Management Services, Inc.	2752728	Factual Photo
Sedgwick Claims Management Services, Inc.	3525470	F.A.C.T.S. Fast Accurate Case Tracking System
Sedgwick Claims Management Services, Inc.	4140985	FMLAVANTAGE
Sedgwick Claims Management Services, Inc.	1444423	Juris
Sedgwick Claims Management Services, Inc.	2279704	Occunet
Sedgwick Claims Management Services, Inc.	2467163	SRS Compuworks!
Sedgwick Claims Management Services, Inc.	3538608	SRS Connect
Sedgwick Claims Management Services, Inc.	2617363	SRS Specialty Risk Service & (New Design)
Sedgwick Claims Management Services, Inc.	2912669	SS Selective Settlements International
Sedgwick Claims Management Services, Inc.	2822090	viaOne
Sedgwick Claims Management Services, Inc.	4478077	Performance 360