

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298861

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Interest-Second Lien		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Genex Services, Inc.		07/26/2013	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Collateral Agent		
<b>Street Address:</b>	303 Peachtree St., N.E.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85886929	THINKING DIFFERENTLY	
<b>Serial Number:</b>	85680269	UR FAST TRACK	
<b>Serial Number:</b>	85887451	NETWORK SYNERGY GROUP THINKING DIFFERENT	
<b>Registration Number:</b>	3886086	RISKID	
<b>Registration Number:</b>	3092077	THE PEOPLE YOU COUNT ON. THE OUTCOME YOU	
<b>Registration Number:</b>	2962799	INTRACORP	
<b>Registration Number:</b>	2597116	CLAIMS TOOLBOX	
<b>Registration Number:</b>	2420271	REFERRAL EXPERT	
<b>Registration Number:</b>	2267923	CLINICAL GUIDELINES TOOL	
<b>Registration Number:</b>	2267922	ASSESSMENT REFERENCE TOOL	
<b>Registration Number:</b>	2042174	GENEX	
<b>Registration Number:</b>	1664615	INFER	
<b>Registration Number:</b>	1552236	INTRACORP PREFERRED CARE	
<b>Registration Number:</b>	1312563	INTRACORP	
<b>Registration Number:</b>	1292513	ACCUMED	
<b>Registration Number:</b>	1135915	INTERNATIONAL REHABILITATION ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		

CH \$415.00 85886929

TRADEMARK

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

**Phone:** (212) 455-2774  
**Email:** ksolomon@stblaw.com  
**Correspondent Name:** Alexandra Kaplan, Esq.  
**Address Line 1:** Simpson Thacher & Bartlett LLP  
**Address Line 2:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/1788

**NAME OF SUBMITTER:** Alexandra Kaplan

**SIGNATURE:** /ak/

**DATE SIGNED:** 03/21/2014

**Total Attachments: 7**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SUNTRUST BANK, AS SECOND LIEN AGENT, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY BANK OF AMERICA, N.A., AS SECOND LIEN AGENT, HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JULY 26, 2013 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED, REPLACED OR REFINANCED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), INITIALLY AMONG JPMORGAN CHASE BANK, N.A., AS FIRST LIEN AGENT, SUNTRUST BANK, AS SECOND LIEN AGENT, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated July 26, 2013, is between GENEX Services, Inc. (the “Grantor”) and SunTrust Bank, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor, a Pennsylvania corporation (the “Borrower”), and Genex Holdings, Inc., a Delaware corporation (“Holdings”), have entered into the Second Lien Credit Agreement dated as of July 26, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and SunTrust Bank, as administrative agent (in such capacity, together with any successor administrative agent, the “Administrative Agent”) and collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”). Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the Grantor has executed and delivered that certain Security Agreement dated July 26, 2013 among the Grantor and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Secured Obligations when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise the undersigned hereby unconditionally grants, pledges, and collaterally assigns to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned right, title and interest in and to the Collateral, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the "Collateral"):

(i) the trademark and service mark registrations and applications, including, without limitation, as set forth in Schedule A hereto (provided that no security interest shall be granted in United States 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 federal law) (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents subject to the effects Debtor Relief Laws.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE

ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

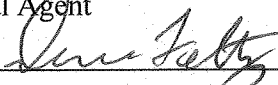
(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT AND ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES TO THIS TRADEMARK SECURITY AGREEMENT HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**SUNTRUST BANK,**  
as Collateral Agent

By:   
Name: **David M. Felty**  
Title: **Director**

**GENEX SERVICES, INC.**

By: \_\_\_\_\_  
Name: Peter C. Madeja  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**SUNTRUST BANK,**  
as Collateral Agent

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

**GENEX SERVICES, INC.**

By: Peter C. Madeja  
Name: Peter C. Madeja  
Title: President and Chief Executive Officer



## Schedule A – Trademarks and Trademark Licenses

<b>Registrant</b>	<b>Mark</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
GENEX Services, Inc.	Thinking Differently	85886929	3/26/13
GENEX Services, Inc.	UR FAST TRACK	85680269	7/18/12
GENEX Services, Inc.	Network Synergy Group Thinking Differently	85887451	3/27/13
GENEX Services, Inc.	RISKID	3886086	12/7/10
GENEX Services, Inc.	THE PEOPLE YOU COUNT ON. THE OUTCOME YOU EXPECT.	3092077	5/16/06
GENEX Services, Inc.	INTRACORP and Design	2962799	6/21/05
GENEX Services, Inc.	CLAIMS TOOLBOX	2597116	7/23/02
GENEX Services, Inc.	REFERRAL EXPERT	2420271	1/9/01
GENEX Services, Inc.	CLINICAL GUIDELINES TOOL	2267923	8/3/99
GENEX Services, Inc.	ASSESSMENT REFERENCE TOOL	2267922	8/3/99
GENEX Services, Inc.	GENEX	2042174	3/4/97
GENEX Services, Inc.	INFER	1664615	11/12/91
GENEX Services, Inc.	INTRACORP PREFERRED CARE	1552236	8/15/89
GENEX Services, Inc.	INTRACORP	1312563	1/1/85
GENEX Services, Inc.	ACCUMED	1292513	8/28/84
GENEX Services, Inc.	INTERNATIONAL REHABILITATION ASSOCIATES	1135915	5/20/80