

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareWorks Technologies, Ltd.		10/01/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code : TX1-492-14-14		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3666510	PERFORMANCEWORKS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	024700-0191		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	02/05/2015		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of October 1, 2014, is entered into by each of the undersigned (each, a "Grantor") in favor of Bank of America, N.A., as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated on even date herewith, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;

(v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world

provided, however, that the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

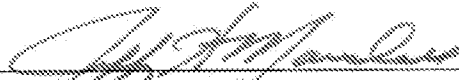
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

FOX HILL HOLDINGS, INC.
YORK WMCS CORP. (F/K/A WELLCOMP MANAGED
CARE SERVICES, INC.)
VISUAL RISK SOLUTIONS, INC.
THE FRANK GATES COMPANIES, INC.
THE FRANK GATES SERVICE COMPANY
F.A. RICHARD & ASSOCIATES INC.
ROCKPORT COMMUNITY NETWORK, INC.
RISK CONTROL 360, LLC
CAREWORKS LTD.
CAREWORKS TECHNOLOGIES LTD.
BICKMORE

By: 
Name: Jeffrey H. Marshall
Title: Chief Financial Officer

CAREWORKS OF OHIO LTD.

By: _____
Name: Richard Poach
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005453 FRAME: 0428

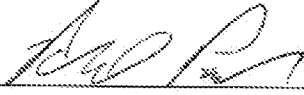
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CAREWORKS LTD.
CAREWORKS TECHNOLOGIES LTD.
BICKMORE

By: _____
Name: Jeffrey H. Marshall
Title: Chief Financial Officer

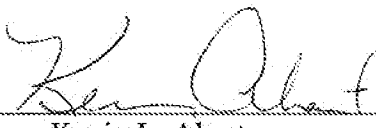
CAREWORKS OF OHIO LTD.

By:  _____
Name: Richard Poach
Title: President

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005453 FRAME: 0429


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


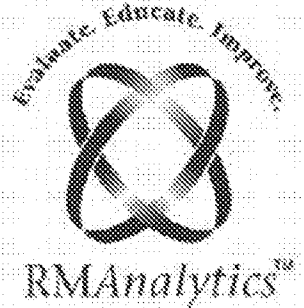
By: 
Name: Kevin L. Ahart
Title: Vice President

SCHEDULE A

TRADEMARKS

Trademark Registrations and Applications

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
York logo (gold emblem) 	Fox Hill Holdings, Inc. (f/k/a York Insurance Services Group, Inc.)	3368194	1/15/2008
WellComp	York WMCS Corp. (f/k/a WellComp Managed Care Services, Inc.)	3146645	9/19/2006
Visual Risk Studio	Visual Risk Solutions, Inc.	3232660	4/24/2007
Visual Image Studio	Visual Risk Solutions, Inc.	3232659	4/24/2007
Visual Liquid Web	Visual Risk Solutions, Inc.	3232657	4/24/2007
Visual Claims Studio	Visual Risk Solutions, Inc.	3232632	4/24/2007
Visual Risk Solutions	Visual Risk Solutions, Inc.	3232664	4/24/2007
Arrow design (design only)	Visual Risk Solutions, Inc.	3236209	5/1/2007
Frank Gates (stylized)	The Frank Gates Companies, Inc.	3132676	8/22/2006
Frank Gates	The Frank Gates Companies, Inc.	3132675	8/22/2006
AVIZENT	The Frank Gates Service Company	3787880	5/11/10
AVIZENT	The Frank Gates Service Company	3787877	5/11/10
AVIZENT	The Frank Gates Service Company	3787871	5/11/10
HIGHER GROUND	The Frank Gates Companies, Inc.	3543664	12/9/08
HIGHER GROUND	The Frank Gates Companies, Inc.	3543663	12/9/08
FARA	F. A. Richard & Associates, Inc.	2097563	9/16/97
BRIDGEPORT	Rockport Community Network, Inc.	3442496	6/3/2008
RISKCONTROL 360	Risk Control 360, LLC	3589932	3/17/2009
VISUAL REPORTS STUDIO	Visual Risk Solutions, Inc.	3467855	7/15/2008
CAREWORKS	CareWorks of Ohio Ltd.	2142072	3/10/1998
CAREWORKS HEALTHGROUP	CareWorks of Ohio Ltd.	2924782	2/8/2005
VOCWORKS	CareWorks Ltd.	2429791	2/20/2001
CAREWORKS TECHNOLOGIES	CareWorks Ltd.	2869901	8/3/2004
PERFORMANCEWORKS	CareWorks Technologies Ltd.	3666510	5/26/2009

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
CAREWORKS TECH	Careworks of Ohio Ltd.	Application Number: 86172174	
	Bickmore and Associates, Inc. (re-named Bickmore) ¹	3477915	7/29/2008
	Bickmore and Associates, Inc. (re-named Bickmore)	3748806	2/16/2010
RMMetrics™	Bickmore and Associates, Inc. (re-named Bickmore)	3681798	9/8/2009
RMUniversity™	Bickmore and Associates, Inc. (re-named Bickmore)	3681797	9/8/2009
RMSurvey™	Bickmore and Associates, Inc. (re-named Bickmore)	3681800	9/8/2009
RMAssessment™	Bickmore and Associates, Inc. (re-named Bickmore)	3681799	9/8/2009
RMPerformance™	Bickmore and Associates, Inc. (re-named Bickmore)	3681801	9/8/2009
BRS BICKMORE RISK SERVICES	Bickmore and Associates, Inc. (re-named Bickmore)	3715242	11/24/2009

¹ All scheduled trademarks registered in the name of Bickmore and Associates, Inc. will be permitted to lapse.