

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCMC, LLC		02/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
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: 8			
Property Type	Number	Word Mark	
Registration Number:	4579375	PPO FUSION	
Registration Number:	4242759	ZEBRA MAKING DECISIONS BLACK AND WHITE	
Registration Number:	4242756	ZEBRA	
Registration Number:	3840859	SCHEDULELINK+	
Registration Number:	3275789		
Registration Number:	3275788	MCMC	
Registration Number:	2857678	WEBOPUS	
Registration Number:	2444378	LET THE EXPERTS TAKE A LOOK	
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		

CH \$215.00 4579375

ATTORNEY DOCKET NUMBER:	024700-0191
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	02/23/2015

Total Attachments: 8

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (this “Agreement”), dated as of February 20, 2015, is entered into by each of the undersigned (each, an “Additional 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, York Risk Services Holding Corp., a Delaware corporation (the “Company Borrower”), has entered into that certain Credit Agreement, dated as of October 1, 2014 (as amended, modified, supplemented or restated and in effect from time to time, the “Credit Agreement”), among Onex York Mid Corp., a Delaware corporation (“Midco”), the Company Borrower, Onex York Finance LP, a Delaware limited partnership, as Tower Borrower (the “Tower Borrower” and, together with the Company Borrower, each a “Borrower” and collectively, the “Borrowers”), the other Subsidiary Guarantors from time to time party thereto, the Lenders, the Issuing Lenders from time to time party thereto and Bank of America, N.A., as administrative agent (the “Administrative Agent”).

WHEREAS, the Grantors (as defined in the Pledge and Security Agreement and Trademark Security Agreement, as applicable) and certain other Persons have executed and delivered that certain Pledge and Security Agreement, dated as of October 1, 2014, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Original Pledge and Security Agreement” and, as supplemented by the Assumption Agreement (as defined below), the “Pledge and Security Agreement”) and that certain Trademark Security Agreement, dated as of October 1, 2014, among the Persons listed on the signature pages thereof as Grantors and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, each Additional Grantor entered into that certain Assumption Agreement, dated on even date herewith (as the same may be amended, restated, amended and restated or otherwise modified, the “Assumption Agreement”), in favor of the Administrative Agent, pursuant to which each Additional Grantor (a) became a party to the Original Pledge and Security Agreement and (b) collaterally assigned, granted, mortgaged and pledged to the Administrative Agent and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Additional Grantor’s right, title, and interest in and to the Additional 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 Additional 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 Credit Agreement or Pledge and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Additional 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 “Additional 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 Additional 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 Additional Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Additional 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 Additional 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.

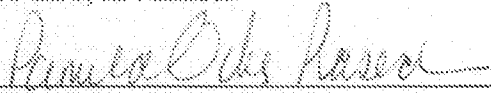
[Signatures follow]

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

ADDITIONAL GRANTORS:

LITIGATION SOLUTIONS, LLC, a Delaware limited liability company

By: MCMC LLC, its Member

By: 

Name: Pamela Ochs-Piasecki

Title: Chief Financial Officer

MCMC LLC, a Delaware limited liability company

By: WELLCOMP MANAGED CARE SERVICES, INC., its Sole Member

By: _____

Name: Jeffrey H. Marshall

Title: Chief Financial Officer

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

ADDITIONAL GRANTORS:

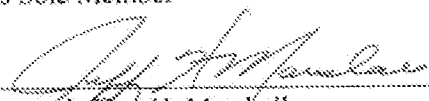
LITIGATION SOLUTIONS, LLC, a Delaware limited liability company

By: MCMC LLC, its Member


By: _____
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer

MCMC LLC, a Delaware limited liability company

By: WELLCOMP MANAGED CARE SERVICES, INC., its Sole Member

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

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

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

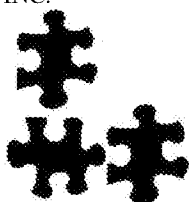
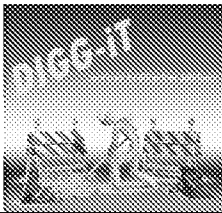

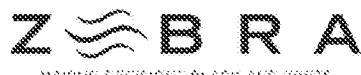
[Signature Page to Supplemental Trademark Security Agreement]



TRADEMARK
REEL: 005464 FRAME: 0260

SCHEDULE A

TO

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	LITIGATION SOLUTIONS, INC.	78393326 3/30/2004	3031508 12/20/2005	Registered	Litigation Solutions, LLC
2.	LITIGATION SOLUTIONS, INC.  <small>LITIGATION SOLUTIONS, INC.</small>	78393280 3/30/2004	3034418 12/27/2005	Registered	Litigation Solutions, LLC
3.	WATCHING WAITING	78368889 2/17/2004	2925405 2/8/2005	Registered	Litigation Solutions, LLC
4.	DIGG-IT POWERED BY LITIGATION SOLUTIONS 	77907076 1/7/2010	3902893 1/11/2011	Registered	Litigation Solutions, LLC
5.	DIGG-IT	77907025 1/7/2010	3831516 8/10/2010	Registered	Litigation Solutions, LLC
6.	COMPARTNERS  <small>COMPARTNERS</small>	77429574 3/24/2008	3621707 5/19/2009	Registered	CompPartners, Inc.
7.	COMPARTNERS	77427292 3/20/2008	3614793 5/5/2009	Registered	CompPartners, Inc.
8.	PPO FUSION	86134670 12/4/2012	4579375 8/5/2014	Registered	MCMC, LLC
9.	ZEBRA MAKING DECISIONS BLACK AND WHITE 	85276023 3/24/2011	4242759 11/13/2012	Registered	MCMC, LLC
10.	ZEBRA	85275688 3/24/2011	4242756 11/13/2012	Registered	MCMC, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
11.	SCHEDULELINK+	77920330 1/26/2010	3840859 8/31/2010	Registered	MCMC, LLC
12.	Design Only 	76617523 10/21/2004	3275789 8/7/2007	Registered	MCMC, LLC
13.	MCMC 	76617522 10/21/2004	3275788 8/7/2007	Registered	MCMC, LLC
14.	WEBOPUS	76531882 7/24/2003	2857678 6/29/2004	Registered	MCMC, LLC
15.	LET THE EXPERTS TAKE A LOOK	76015397 4/3/2000	2444378 4/17/2001	Registered	MCMC, LLC
16.	PPO FUSION	86134670 12/4/2012	4579375 8/5/2014	Registered	MCMC, LLC