

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXAMINATION MANAGEMENT SERVICES, INC.		11/03/2015	CORPORATION:
LEPMED, INC.		11/03/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	86655422	ICS MERRILL
Serial Number:	86629351	POWERFUL INFORMATION IMPROVED OUTCOMES
Serial Number:	77813352	CHECKRX
Serial Number:	76668069	EMSI
Serial Number:	76668070	EMSI
Serial Number:	78584423	EMSI
Serial Number:	78584407	EMSI
Serial Number:	78584396	EMSI
Serial Number:	76655564	EMSI
Serial Number:	85292880	HEALTHY HOUSE CALLS
Serial Number:	85292943	HEALTHY HOUSE CALLS
Serial Number:	76645411	LEPRECHAUN
Serial Number:	76322517	SMARTPARTNER
Serial Number:	86757392	
Serial Number:	86757380	

OP \$440.00 86655422

Property Type	Number	Word Mark
Serial Number:	86757366	
Serial Number:	77639016	SMARTPARTNER

CORRESPONDENCE DATA

Fax Number: 7037125050

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.

Phone: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons Corner, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2058659-0029
NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	11/04/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of November 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, a Delaware limited liability company ("Monroe"), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Credit Agreement dated as of November 3, 2015, (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among EMSI HOLDCO, INC., a Delaware corporation, as parent ("Parent"), EMSI ACQUISITION, INC., a Delaware corporation ("EMSI Acquisition"), EMSI HOLDING COMPANY, a Delaware Corporation ("EMSI Holding"), EXAMINATION MANAGEMENT SERVICES, INC., a Nevada corporation ("EMSI"), LEP INTERMEDIATE HOLDING COMPANY, a Delaware corporation ("Lep Holding"), and LEPMED, INC., a Delaware corporation ("LepMed"; together with EMSI Acquisition, EMSI Holding, EMSI, and Lep Holding, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of November 3, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in each case, excluding the Excluded Collateral (collectively, the "Trademark Collateral"):

all of its Trademarks, including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EXAMINATION MANAGEMENT SERVICES, INC.

By: 
Name: Jon Gruenhagen
Title: Chief Financial Officer

LEPMED, INC.

By: 
Name: Jon Gruenhagen
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005661 FRAME: 0171

AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent

By: 




Name: Matthew R. Lane
Title: Director




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


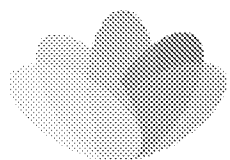

TRADEMARK
REEL: 005661 FRAME: 0172

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Classes	Status	Current Owner of Record
ICS MERRILL	US	86/655,422 06/8/2015	N/A	45	Pending	Examination Management Services, Inc.
POWERFUL INFORMATION. IMPROVED OUTCOMES	US	86/629,351 05/14/2015	N/A	36,42,44,45	Pending	Examination Management Services, Inc.
CHECKRx	US	77/813,352 08/26/2009	3,855,672 10/05/2010	36,45	Registered	Examination Management Services, Inc.
EMSI	US	76/668,069 10/26/2006	3,315,298 10/23/2007	36,42,44,45	Registered	Examination Management Services, Inc.
EMSI & Design (Stylized in Oval 2) 	US	76/668,070 10/26/2006	3,315,299 10/23/2007	36,42,44,45	Registered	Examination Management Services, Inc.
EMSI & Design (Stylized in Oval) 	US	78/584,423 03/10/2005	3,063,476 02/28/2006	45	Registered	Examination Management Services, Inc.
EMSI & Design (Stylized in Oval) 	US	78/584,407 03/10/2005	3,111,532 07/04/2006	44	Registered	Examination Management Services, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Classes	Status	Current Owner of Record
EMSI & Design (Stylized in Oval) 	US	78/584,396 03/10/2005	3,063,474 02/28/2006	36	Registered	Examination Management Services, Inc.
EMSI & Design (Stylized in Oval) 	US	76/655,564 02/22/2006	3,203,336 01/30/2007	42	Registered	Examination Management Services, Inc.
HEALTHY HOUSE CALLS	US	85/292,880 04/12/2011	4,256,005 12/11/2012	35,44	Registered	Examination Management Services, Inc.
HEALTHY HOUSE CALLS & Design 	US	85/292,943 04/12/2011	4,333,494 05/14/2013	35,44	Registered	Examination Management Services, Inc.
ICS-MERRILL	Arizona		362212 1/18/2006	45	Registered	Examination Management Services, Inc.
ICS-MERRILL	Nebraska		10078377 12/5/2005	20,42	Registered	Examination Management Services, Inc.
ICS-MERRILL	North Dakota		13922900 1/9/2006	36,45	Registered	Examination Management Services, Inc.
ICS-MERRILL	Ohio		1586266 12/5/2005	20,42	Registered	Examination Management Services, Inc.
ICS-MERRILL	Wisconsin		--- 1/18/2006	36	Registered	Examination Management Services, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Classes	Status	Current Owner of Record
LEPRECHAUN	US	76645411 8/23/2005	3275911 8/7/2007	35	Registered	LepMed, Inc.
SMARTPARTNER	US	76/322,517 10/5/2001	2,664,534 12/17/2002	9	Registered	Examination Management Services, Inc.
SMARTPARTNER	US	77/639,016 12/23/2008	3,650,883 07/07/2009	42	Registered	Examination Management Services, Inc.
Design Only 	US	86757392 9/15/15	N/A	36, 42, 44, 45	Pending	Examination Management Services, Inc.
Design Only 	US	86757380 9/15/15	N/A	45	Pending	Examination Management Services, Inc.
Design Only 	US	86757366 9/15/15	N/A	35, 42, 44	Pending	Examination Management Services, Inc.

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use