

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Absentys, LLC, as Grantor		11/11/2015	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	5022 Gate Parkway, Suite 200		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3057863	LEAVELINK	
Registration Number:	3063386	ABSENTYS	
Registration Number:	3129004	ABSENTYS THE SCIENCE OF ABSENCE MANAGEME	
Registration Number:	3128996	ABSENTYS THE SCIENCE OF ABSENCE MANAGEME	
Registration Number:	4302599	ADALINK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	11/17/2015		

OP \$140.00 3057863

Total Attachments: 6

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SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 11, 2015, is made by ABSENTYS, LLC (the "Grantor"), in favor of Deutsche Bank AG New York Branch, as collateral agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien 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 SEDGWICK HOLDINGS, INC. (f/k/a Oracle Intermediate Holdings Inc.) ("Holdings"), SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. (in its own capacity and as successor in interest to SEDGWICK, INC., itself a successor in interest to ORACLE MERGER SUB INC., 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 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 Second 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, 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.

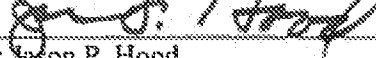
7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to UBS AG, STAMFORD BRANCH, as collateral agent, pursuant to or in connection with the Credit Agreement, dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time), among Holdings, the Company (in its own capacity and as successor in interest to Sedgwick, Inc., itself a successor in interest to Oracle Merger Sub Inc.), the lenders from time to time party thereto and UBS AG, STAMFORD BRANCH, as administrative agent and collateral agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of the Intercreditor Agreement.

Any requirement of this Agreement to deliver Collateral to the Collateral Agent prior to the Discharge of Credit Agreement Obligations (as defined in the Intercreditor Agreement) shall be deemed satisfied by delivery of such Collateral to the First Lien Collateral Agent (as defined in the Credit Agreement).

[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.

ABSENTYS, LLC,
as Grantor


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

Second Lien Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 005669 FRAME: 0659

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Peter Cucchiara
Title: Vice President


By: 
Name: Michael Shannon
Title: Vice President

Second Lien Grant of Security Interest in Trademark Rights

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Absentys, LLC	3057863	LEAVELINK
Absentys, LLC	3063386	ABSENTYS
Absentys, LLC	3129004	
Absentys, LLC	3128996	ABSENTYS THE SCIENCE OF ABSENCE MANAGEMENT (Words Only)
Absentys, LLC	4302599	ADALINK

Applications:

None.