

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EQUIAN, LLC		12/18/2015	LIMITED LIABILITY COMPANY: INDIANA
TROVER SOLUTIONS, INC.		12/18/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NEWSTAR FINANCIAL, INC., as Administrative Agent
Street Address:	500 BOYLSTON STREET
Internal Address:	SUITE 1200
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2451116	TRANSPAC SOLUTIONS
Registration Number:	2551023	TRANSPAC SOLUTIONS
Registration Number:	2555157	HEALTHCARE RECOVERIES
Registration Number:	2555156	HEALTHCARE RECOVERIES
Registration Number:	2757176	TROVER SOLUTIONS
Registration Number:	2771758	IMPROVING THE SCIENCE OF RECOVERY
Registration Number:	2869591	TROVERIS
Registration Number:	2874812	TROVERIS
Registration Number:	2874813	TROVERIS
Registration Number:	2912915	TROVER SOLUTIONS, INC.
Registration Number:	2912916	TROVER SOLUTIONS, INC.
Registration Number:	4579222	THE ASSIST GROUP
Registration Number:	3458081	CLINASSIST
Registration Number:	3445237	CAREASSIST
Registration Number:	3430679	THE ASSIST GROUP
Registration Number:	3948055	AFTERMATH
Registration Number:	3948056	AFTERMATH CLAIM SCIENCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4502905	CLAIMSCOPE
Registration Number:	4118026	THE RECLAIM GROUP
Registration Number:	1976205	
Serial Number:	86541993	SPECTRA PI
Registration Number:	4437159	CASUALTY RECOVERY SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 7045032622
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: 704 503 2600
Email: vbantug@kslaw.com
Correspondent Name: KING & SPALDING
Address Line 1: 100 N TRYON STREET
Address Line 2: SUITE 3900
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.015074
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	12/20/2015

Total Attachments: 7

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2015 (this “**Trademark Security Agreement**”), is made by the undersigned grantors (collectively the “**Grantors**”; and each a “**Grantor**”), in favor of NEWSTAR FINANCIAL, INC., as agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Aeneas Buyer Corp., a Delaware corporation (“**Lead Borrower**”), Aeneas Intermediate Corp., a Delaware corporation (“**Holdings**”), and after consummation of the Closing Date Acquisitions, Trover Holdings, Inc., a Delaware corporation (“**Trover Holdings**”), Trover Solutions, Inc., a Delaware corporation (“**Trover Solutions**”), Equian, LLC, an Indiana limited liability company (“**Equian**”), and HSI Acquisition Holdings, Inc., a Delaware corporation (“**HSI**”, and together with Lead Borrower, Trover Holdings, Trover Solutions, Equian and each Additional Borrower from time to time party thereto each a “**Borrower**” and together the “**Borrowers**”), the other Guarantors, the lenders from time to time parties thereto (the “**Lenders**”) and the Agent have entered into that certain Credit Agreement, dated as of December 18, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other Debtors (as defined in the Security Agreement) have entered into the Pledge and Security Agreement, dated as of December 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires each Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agree as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or if not defined in the Security Agreement, have the meanings set forth in the Credit Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby grants to the Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral, but not including, in each case, any assets which do not constitute Collateral (the “**Trademark Collateral**”):

(i) all of its (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, and designs, whether now existing or hereafter adopted or acquired, all registrations and recordings thereof, (b) all applications for registration thereof, including, without limitation, registrations, recordings and applications 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, (c) all reissues, extensions or renewals thereof, (the property described in clauses (a), (b) and (c), collectively, “**Trademarks**”), including, without limitation, those United States applications and registrations referred to on **Schedule I** hereto, (d) all goodwill associated with or symbolized by any of the foregoing, and (e) all licenses providing for the grant by or to the grantor of any right under any of the foregoing (“**Trademark Licenses**”); and

(ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to the security interest granted hereunder.

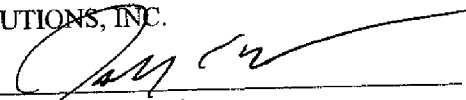
Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Grantors:

EQUIAN, LLC
TROVER SOLUTIONS, INC.

By: 
Name: Jeffrey L. Martin
Title: Chief Financial Officer and Treasurer

[Signature page to Trademark Security Agreement]

Accepted and agreed to
as of the date first above written:

NEWSTAR FINANCIAL, INC.,
as Administrative Agent

By: 
Name: Robert F. Milordi
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks

UNITED STATES TRADEMARKS:

Registrations:

Owner	MARK	COUNTRY	APP./REG. NO.	STATUS
Equian, LLC	THE ASSIST GROUP	United States	4579222	Registered
Equian, LLC	CLINASSIST	United States	3458081	Registered
Equian, LLC	CAREASSIST	United States	3445237	Registered
Equian, LLC	THE ASSIST GROUP	United States	3430679	Registered
Equian, LLC	Aftermath	United States	3948055	Registered
Equian, LLC	AfterMath claim Science and logo	United States	3948056	Registered
Equian, LLC	Claimscope	United States	4502905	Registered
Equian, LLC	The Reclaim Group	United States	4118026	Registered
Equian, LLC	Cross Design	United States	i. 1976205	Registered
Trover Solutions, Inc.	Spectra PI and Design	United States	ii. 86,541,993	Application Pending
Trover Solutions, Inc.	Casualty Recovery Solutions and Design (swoosh)	United States	iii. 4,437,159	Registered
Trover Solutions, Inc.	TransPaC Solutions and Design [double swoosh]	United States	iv. 2,451,116	Registered
Trover Solutions, Inc.	TransPaC Solutions	United States	v. 2,551,023	Registered
Trover Solutions, Inc.	Healthcare Recoveries: Subro and claim reimbursement services	United States	vi. 2,555,157	Registered
Trover Solutions, Inc.	Healthcare Recoveries and Design [swoosh]: Subro and claim reimbursement	United States	vii. 2,555,156	Registered

Owner	MARK	COUNTRY	APP./REG. NO.	STATUS
Trover Solutions, Inc.	Trover Solutions	United States	viii. 2,757,176	Registered
Trover Solutions, Inc.	Improving the Science of Recovery	United States	ix. 2,771,758	Registered
Trover Solutions, Inc.	Troveris and Design [swoosh]: Subro	United States	x. 2,869,591	Registered
Trover Solutions, Inc.	Troveris: Software	United States	xi. 2,874,812	Registered
Trover Solutions, Inc.	Troveris and Design [swoosh]	United States	xii. 2,874,813	Registered
Trover Solutions, Inc.	Trover Solutions, Inc. and Design [swoosh]: Provider bill auditing, healthcare cost review, etc.	United States	xiii. 2,912,915	Registered
Trover Solutions, Inc.	Trover Solutions, Inc. and Design [swoosh]: Subro and consulting services	United States	xiv. 2,912,916	Registered
Trover Solutions	Casualty Recovery Solution	United States (Arizona)	xv. AZ Reg. No. 544385	Registered
Trover Solutions	Casualty Recovery Solutions	United States (Nebraska)	xvi. NE Reg. No. 10160434	Registered
Trover Solutions	Transpac Solutions	United States (Ohio)	xvii. OH Reg. No. 1783433	Registered

Applications:

None.

OTHER TRADEMARKS:

Registrations:

None.

Applications:

None.