

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENEX Services, LLC		12/21/2018	Limited Liability Company: PENNSYLVANIA
Options & Choices, Inc.		12/21/2018	Corporation: WYOMING
TJ Holdings, LLC		12/21/2018	Limited Liability Company: GEORGIA
Alpha Review Corporation		12/21/2018	Corporation: ILLINOIS
Priority Care Solutions, LLC		12/21/2018	Limited Liability Company: DELAWARE
Mitchell International, Inc.		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	4979912	X	
Registration Number:	4974961	GENEX	
Registration Number:	4450773	AFFILIATE ALLIANCE	
Registration Number:	4457394	UR FAST TRACK	
Registration Number:	3886086	RISKID	
Registration Number:	2962799	INTRACORP	
Registration Number:	2597116	CLAIMS TOOLBOX	
Registration Number:	2420271	REFERRAL EXPERT	
Registration Number:	2267923	CLINICAL GUIDELINES TOOL	
Registration Number:	2267922	ASSESSMENT REFERENCE TOOL	
Registration Number:	2042174	GENEX	
Registration Number:	1552236	INTRACORP PREFERRED CARE	

OP \$1315.00 4979912

Property Type	Number	Word Mark
Registration Number:	1312563	INTRACORP
Registration Number:	4805417	ADAINTERACT
Registration Number:	4766024	ADAINTERACT
Registration Number:	4448625	ILLUMINATE YOUR PEOPLE DATA
Registration Number:	4365944	
Registration Number:	4603929	OPTIS
Registration Number:	4603928	OPTIS
Registration Number:	4221792	OPTIS
Registration Number:	4221794	WEBOPTIS
Registration Number:	4119137	LEAVEXPERT
Registration Number:	4096647	OCI FASTTRACK
Registration Number:	2755605	WEBOPTIS
Registration Number:	4815866	TAPERRX
Registration Number:	3566686	SIGMA SOLUTION ELECTRONIC END TO END PRO
Registration Number:	4541719	PRIORITY CARE SOLUTIONS
Registration Number:	4541793	PRIORITY POINT
Registration Number:	2246901	MCN
Registration Number:	3004104	MCN
Registration Number:	2679543	MEDICAL CONSULTANTS NETWORK
Registration Number:	3103714	MEDICAL JUDGMENT: NATIONWIDE
Registration Number:	5088313	MCN
Registration Number:	5065934	THE POWER OF A SECOND LOOK
Serial Number:	88019726	TECHADVISOR
Serial Number:	87796691	MPOWER
Registration Number:	5278538	SCRIPT CONTROL
Registration Number:	5238481	SCRIPT MONITOR
Registration Number:	4972768	EXPERTS TO BACK YOU UP
Registration Number:	4803790	UR PRE-CHECK
Registration Number:	4691168	UR NATION
Registration Number:	4683913	FAST TO YES, EASY TO KNOW
Registration Number:	3947892	BACKED BY UNIMEVIDENCE
Registration Number:	4064419	FILESTAT
Registration Number:	3947867	EVIDENCE-BASED DECISIONS EXPERTS TO BACK
Registration Number:	3947866	DECISIONS THAT STICK
Registration Number:	3947846	MAILSTAT
Registration Number:	3947845	NOTIFYSTAT
Registration Number:	3947791	REVIEWSTAT
Registration Number:	3947735	UNIMEVIDENCE

Property Type	Number	Word Mark
Registration Number:	3947731	MY DOCLINE
Registration Number:	4011328	UNIMED DIRECT DECISIONS THAT STICK

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/31/2018

Total Attachments: 11
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GRANT OF
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 21, 2018, is made by GENEX Services, LLC, a Pennsylvania limited liability company, Options & Choices, Inc., a Wyoming corporation, TJ Holdings, LLC, a Georgia limited liability company, Alpha Review Corporation, an Illinois corporation, Priority Care Solutions, LLC, a Delaware limited liability company and Mitchell International, Inc., a Delaware corporation (each a "Grantor"), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of November 30, 2017 (as amended by Amendment No. 1, dated as of October 31, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MIH PARENT, INC., a Nevada corporation ("Holdings"), MITCHELL INTERNATIONAL, INC., a Delaware corporation (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders"), KKR LOAN ADMINISTRATION SERVICES LLC, as the administrative agent and the Collateral Agent.

WITNESSETH:

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, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of December 1, 2017, 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, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, each 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 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. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (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 as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such 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 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 each 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. Each 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

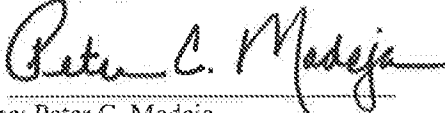
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such 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 any such Intercreditor Agreement.

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.

GENEX SERVICES, LLC
OPTIONS & CHOICES, INC.
TJ HOLDINGS, LLC
ALPHA REVIEW CORPORATION
each as a Grantor

By: 
Name: Peter C. Madeja
Title: President and Chief Executive Officer

PRIORITY CARE SOLUTIONS, LLC
as a Grantor

By: _____
Name: Robert Smith
Title: President and Chief Executive Officer

MITCHELL INTERNATIONAL, INC.,
as a Grantor

By: _____
Name: Elias Olmeta
Title: Treasurer


[Signature Page to Grant of Security Interest in Trademark Rights]

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TJ HOLDINGS, LLC
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as a Grantor

By:  _____
Name: Robert Smith
Title: President and Chief Executive Officer

MITCHELL INTERNATIONAL, INC.,
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By: _____
Name: Elias Olmeta
Title: Treasurer

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Name: Robert Smith
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MITCHELL INTERNATIONAL, INC.,
as a Grantor

By:  _____
Name: Elias Olmeta
Title: Treasurer

{Signature Page to Grant of Security Interest in Trademark Rights}

TRADEMARK
REEL: 006513 FRAME: 0170


JEFFERIES FINANCE LLC,
as the Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	Registration/ Application Number	Registration/ Application Date
1. GENEX Services, LLC	“X” (logo design)	4979912	6/14/16
2. GENEX Services, LLC	genex (design)	4974961	6/7/16
3. GENEX Services, LLC	Affiliate Alliance	4450773	12/17/13
4. GENEX Services, LLC	UR FAST TRACK	4457394	12/31/13
5. GENEX Services, LLC	RISKID	3886086	12/7/10
6. GENEX Services, LLC	INTRACORP and Design	2962799	6/21/05
7. GENEX Services, LLC	CLAIMS TOOLBOX	2597116	7/23/02
8. GENEX Services, LLC	REFERRAL EXPERT	2420271	1/9/01
9. GENEX Services, LLC	CLINICAL GUIDELINES TOOL	2267923	8/3/99
10. GENEX Services, LLC	ASSESSMENT REFERENCE TOOL	2267922	8/3/99
11. GENEX Services, LLC	GENEX	2042174	3/4/97
12. GENEX Services, LLC	INTRACORP PREFERRED CARE	1552236	8/15/89
13. GENEX Services, LLC	INTRACORP	1312563	1/1/85
14. Options & Choices, Inc.	ADAInteract (design)	4805417	9/1/15
15. Options & Choices, Inc.	ADAInteract	4766024	6/30/15
16. Options & Choices, Inc.	Illuminate Your People Data	4448625	12/10/13
17. Options & Choices, Inc.	Cyclone (Design)	4365944	7/9/2013
18. Options & Choices, Inc.	OPTIS (Design)	4603929	9/16/14
19. Options & Choices, Inc.	OPTIS	4603928	9/16/14
20. Options & Choices, Inc.	OPTIS	4221792	10/9/2012

Owner	Trademark	Registration/ Application Number	Registration/ Application Date
21. Options & Choices, Inc.	WEBOPTIS	4221794	10/9/2012
22. Options & Choices, Inc.	LEAVEXPERT	4119137	3/27/2012
23. Options & Choices, Inc.	OCI FASTTRACK	4096647 (Cancelled)	2/7/2012
24. Options & Choices, Inc.	WEBOPTIS	2755605	8/26/03
25. TJ Holdings, LLC	TaperRX	4815866	9/22/15
26. Alpha Review Corporation	Sigma Solution Electronic End to End Process (design)	3566686	1/27/09
27. Priority Care Solutions, LLC	Priority Care Solutions	4541719	3/6/13
28. Priority Care Solutions, LLC	Priority Point	4541793	3/21/13
29. Mitchell International, Inc.	MCN	2246901	5/25/99
30. Mitchell International, Inc.	MCN	3004104	10/4/05
31. Mitchell International, Inc.	Medical Consultants Network	2679543	1/28/03
32. Mitchell International, Inc.	Medical Judgment: Nationwide	3103714	6/13/06
33. Mitchell International, Inc.		5088313	11/22/16
34. Mitchell International, Inc.	THE POWER OF A SECOND LOOK	5065934	11/18/16
35. Mitchell International, Inc.	TECHADIVSOR	88019726	6/28/2018
36. Mitchell International, Inc.	MPOWER	87796691	2/13/2018
37. Mitchell International, Inc.	SCRIPT CONTROL	5278538	8/29/2017
38. Mitchell International, Inc.	SCRIPT MONITOR	5238481	7/4/2017
39. Mitchell International, Inc.	EXPERTS TO BACK YOU UP	4972768	6/7/2016
40. Mitchell International, Inc.	UR PRE-CHECK	4803790	9/1/2015
41. Mitchell International, Inc.	UR NATION	4691168	2/24/2015
42. Mitchell International, Inc.	FAST TO YES, EASY TO KNOW	4683913	2/10/2015
43. Mitchell International, Inc.	BACKED BY UNIMEVIDENCE	3947892	4/19/2011
44. Mitchell International, Inc.	FILESTAT	4064419	11/29/2011

Owner	Trademark	Registration/ Application Number	Registration/ Application Date
45. Mitchell International, Inc.	EVIDENCE-BASED DECISIONS EXPERTS TO BACK YOU UP	3947867	4/19/2011
46. Mitchell International, Inc.	DECISIONS THAT STICK	3947866	4/19/2011
47. Mitchell International, Inc.	MAILSTAT	3947846	4/19/2011
48. Mitchell International, Inc.	NOTIFYSTAT	3947845	4/19/2011
49. Mitchell International, Inc.	REVIEWSTAT	3947791	4/19/2011
50. Mitchell International, Inc.	UNIMEVIDENCE	3947735	4/19/2011
51. Mitchell International, Inc.	MY DOCLINE	3947731	4/19/2011
52. Mitchell International, Inc.	UNIMED DIRECT DECISIONS THAT STICK	4011328	8/16/2011