

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fox Hill Holdings, Inc.		11/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MCMC Services, LLC		
Street Address:	3280 Peachtree Road		
Internal Address:	Suite 2625		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5363106	MCMC	
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>			
Phone:	2155127467		
Email:	frankenfieldb@ballardspahr.com		
Correspondent Name:	Beth Frankenfield, Ballard Spahr LLP		
Address Line 1:	1735 Market Street 51st Fl.		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Beth Frankenfield		
SIGNATURE:	/Beth Frankenfield/		
DATE SIGNED:	11/13/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”) effective as of November 1, 2020 (the “**Effective Date**”), is entered into by Fox Hill Holdings, Inc., a Delaware corporation having an address at One Upper Pond Road, Bldg. F, 4th Floor Parsippany, NJ 07054 (“**Assignor**”), in favor of MCMC Services, LLC, a Delaware limited liability company having an address at 3280 Peachtree Road, Suite 2625, Atlanta, GA 30305 (“**Assignee**”).

WHEREAS, Sedgwick Claims Management Services, Inc., an Illinois corporation (“**Seller**”), Assignee and ExamWorks LLC, a Delaware limited liability company have entered into a certain Asset Purchase Agreement, dated as of September 18, 2020 (the “**Asset Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign all of its and its Affiliates' rights, title and interests in, and Assignee has agreed to assume all of Assignor's and its Affiliates' duties and obligations under, the Purchased Assets and the Assumed Liabilities; and

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks set forth on Schedule A (the “**Trademarks**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

WHEREAS, the execution and delivery of this Agreement by Assignor is a condition precedent to the closing of the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by Assignor:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.

2. **Assignment.** Effective as of the Effective Date, Assignor assigns, sells, transfers, and conveys unto Assignee the entire right, title, and interest in and to the Trademarks, all registrations and all applications for registration of said Trademarks, including without limitation the right to recover for past infringement of said marks, and any and all goodwill of the business in connection with which said Trademarks are used and which are symbolized by said Trademarks.

3. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Remainder of the page intentionally blank.]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

FOX HILL HOLDINGS, INC.

By: SRH
Name: Stephen R. Hurley
Title: Senior Vice President and Secretary

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 007105 FRAME: 0612

SCHEDULE A

Trademarks

MCMC

MCMC trademark (pictured above), Registration No. 5363106