

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LBC Credit Partners II, L.P., as Agent		11/10/2011	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Madison Capital Funding LLC, as Agent
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2925405	WATCHING WAITING
Registration Number:	3034418	LITIGATION SOLUTIONS, INC.
Registration Number:	3031508	LITIGATION SOLUTIONS, INC.
Registration Number:	3831516	DIGG-IT
Registration Number:	3902893	DIGG-IT POWERED BY LITIGATION SOLUTIONS
Registration Number:	1693806	PEER REVIEW ANALYSIS
Registration Number:	1792878	CONSULT THE PHYSICIANS
Registration Number:	1767630	PRA
Registration Number:	2444378	LET THE EXPERTS TAKE A LOOK
Registration Number:	2857678	WEBOPUS
Registration Number:	3840859	SCHEDULELINK+
Registration Number:	3275788	MCMC
Registration Number:	3275789	
Serial Number:	85276023	ZEBRA MAKING DECISIONS BLACK AND WHITE

**TRADEMARK**

**900206925**

**REEL: 004659 FRAME: 0383**

**CH \$390.00 2925405**

Serial Number:

85275688

ZEBRA

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

214338-00046

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

11/10/2011

**Total Attachments: 27**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Assignment of Intellectual Property Security Agreement dated as of November 10, 2011 (the "**Assignment**"), is made by and among LBC CREDIT PARTNERS II, L.P., as the existing Agent (in such capacity, "**Existing Agent**"), MADISON CAPITAL FUNDING LLC, as the successor Agent (in such capacity, "**Successor Agent**"), MCMC LLC ("**MCMC**"), MCRS HOLDINGS, INC. ("**MCRS**"), MCMC HOLDINGS LLC ("**Holdings**"), COUNTRY-WIDE INDEPENDENT EXAMS, LLC ("**CW**"), MBA HOLDCO, LLC ("**MBA**"), LITIGATION SOLUTIONS, LLC ("**LS**"), MANAGED CARE RISK SERVICES HOLDINGS, INC. (f/k/a Patriot Risk Management, Inc.) ("**MCR Services**"), MCRS GROUP, INC. (f/k/a PRS Group, Inc.) ("**MCRS Group**"), PATRIOT RISK SERVICES, INC. ("**PRS**"), MANAGED CARE RISK SERVICES OF FLORIDA, INC. (f/k/a Patriot Risk Management of Florida, Inc.) ("**MCRSF**"), MANAGED CARE RISK SERVICES, INC. (f/k/a Patriot Insurance Management Company, Inc.) ("**MC**"), MCRS INVESTMENTS INTERNATIONAL, INC. (f/k/a Patriot Investments International, Inc.) ("**International**"), and MCRS RECOVERY, INC. (f/k/a Patriot Recovery, Inc.) ("**Recovery**"; Recovery, MCMC, MCRS, Holdings, CW, MBA, LS, MCR Services, MCRS Group, PRS, MCRSF, MC and International, collectively, the "**Grantors**").

### RECITALS

WHEREAS, the Grantors, Existing Agent and the Lenders party thereto are parties to that certain Amended and Restated Credit Agreement dated as of June 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Grantors and Existing Agent entered into that certain Intellectual Property Security Agreement (attached hereto as Exhibit A) dated as of June 24, 2011, and recorded (i) on July 13, 2011 with the United States Patent and Trademark Office at Reel 4582 and Frame 0439 and (ii) on or about July 13, 2011 with the Copyright Division of the Library of Congress (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Intellectual Property Security Agreement**");

WHEREAS, concurrently with the execution and delivery of this Assignment, Existing Agent, Successor Agent, the Lenders (as defined in the Credit Agreement) party thereto, and the Grantors are entering into that certain Resignation, Waiver, Consent and Appointment Agreement dated as of the date hereof (the "**Agency Resignation Agreement**");

WHEREAS, pursuant to the Agency Resignation Agreement, Existing Agent has assigned all of its rights, interests, duties, and obligations as Agent under the Intellectual Property Security Agreement to Successor Agent; and

WHEREAS, Successor Agent has accepted the assignment of the rights, remedies, and duties and assumes the obligations of Existing Agent, as Agent, under the Intellectual Property Security Agreement from Existing Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors, Existing Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Assignment. Effective as of the Effective Date (as defined in the Agency Resignation Agreement), Existing Agent hereby assigns and transfers all of its rights, remedies, duties and obligations as Agent under the Intellectual Property Security Agreement to Successor Agent, and Successor Agent hereby accepts all of Existing Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Intellectual Property Security Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of the Grantors under the Intellectual Property Security Agreement, it being understood and agreed that notwithstanding this Assignment, all of the obligations of the Grantors under the Intellectual Property Security Agreement shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Intellectual Property Security Agreement, or by its successors and assigns against the Grantors.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF LAWS OTHER THAN THOSE OF THE STATE OF NEW YORK.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

**EXISTING AGENT:**

**LBC CREDIT PARTNERS II, L.P.**

By: 

Name: David E. Framow

Title: Vice President

Assignment of Intellectual Property Security Agreement

TRADEMARK  
REEL: 004659 FRAME: 0388

**SUCCESSOR AGENT:**

**MADISON CAPITAL FUNDING LLC**


By: 

Name: Kevin Bolash

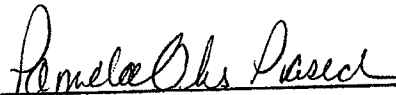
Title: Senior Vice President

**GRANTORS:**

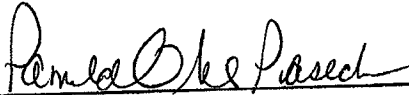
**MCMC LLC, a Delaware limited liability company**

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer


**MCRS HOLDINGS, INC., a Delaware corporation**

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer


**MCMC HOLDINGS LLC, a Delaware limited liability company**

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer

**COUNTRY-WIDE INDEPENDENT EXAMS, LLC, a Delaware limited liability company**

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer

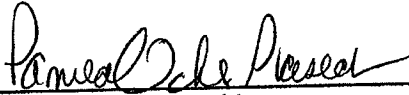
**MBA HOLDCO, LLC, a Delaware limited liability company**

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer




**LITIGATION SOLUTIONS, LLC**, a Delaware  
limited liability company

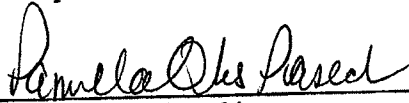
By: MCMC LLC, its Controlling Member

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer

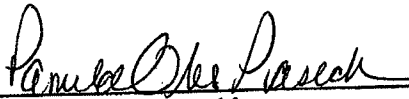
**MANAGED CARE RISK SERVICES HOLDINGS,  
INC.** (f/k/a Patriot Risk Management, Inc.), a Delaware  
corporation

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer

**MCRS GROUP, INC.** (f/k/a PRS Group, Inc.), a  
Delaware corporation

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer


**PATRIOT RISK SERVICES, INC.**, a Delaware  
corporation

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer


**MANAGED CARE RISK SERVICES OF  
FLORIDA, INC.** (f/k/a Patriot Risk Management of  
Florida, Inc.), a Delaware corporation

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer


**MANAGED CARE RISK SERVICES, INC.** (f/k/a  
Patriot Insurance Management Company, Inc.), a  
Delaware corporation

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer

**MCRS INVESTMENTS INTERNATIONAL, INC.**  
(f/k/a Patriot Investments International, Inc.), a  
Delaware corporation

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer

**MCRS RECOVERY, INC.** (f/k/a Patriot Recovery,  
Inc.), a Delaware corporation

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer and Treasurer

**EXHIBIT A**

**Intellectual Property Security Agreement**

See attached.

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Intellectual Property Security Agreement**") is dated as of June 24, 2011, among the grantors identified as such on the signature page hereof (each a "**Grantor**" and collectively, the "**Grantors**") and **LBC CREDIT PARTNERS II, L.P.**, as administrative agent (in such capacity, "**Agent**") for itself and the lenders from time to time signatory to the Credit Agreement hereinafter defined ("**Lenders**").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among MCMC LLC, a Delaware limited liability company ("**MCMC**"), MCRS Holdings, Inc., a Delaware corporation ("**MCRS**"; MCMC and MCRS being referred to collectively as "**Borrowers**", and each individually as a "**Borrower**"), MCMC Holdings LLC, a Delaware limited liability company ("**Holdings**"), certain other parties as Guarantors, and the Agent and the Lenders (as amended, modified, replaced or restated from time to time, the "**Credit Agreement**"), Lenders have agreed to make Loans to Borrowers; and

WHEREAS, each Grantor (other than MCMC) is either the parent or a Subsidiary of a Borrower and as such will derive direct and indirect economic benefits from the making of the Loans and other financial accommodations provided to the Borrowers pursuant to the Credit Agreement;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantors have agreed pursuant to the Security Agreements (as defined in the Credit Agreement) to grant a continuing Lien on the Collateral to secure the Secured Obligations (as defined below); and

WHEREAS, pursuant to the Security Agreement to which such Grantor is a party, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to provide the Loans and other financial accommodations under the Credit Agreement, it is agreed as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, or, if not defined therein, in the applicable Security Agreement. References to "Intellectual Property Security Agreement" or to this "Agreement" shall mean this Agreement, including all amendments, modifications and supplements and any annexes, exhibits and schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

2. Grant of Lien. To secure the prompt and complete payment, performance and observance of all Obligations, all obligations of any Credit Party under all Rate Contracts permitted under the Credit Agreement with any Person who was a Lender or an Affiliate of a Lender at the time such Rate Contract was made and all obligations of each Grantor now or hereafter existing under this Intellectual Property Security Agreement and any other Loan Document to which Grantor is a party, including, without limitation, all reasonable fees, costs and expenses whether in connection with collection actions hereunder or otherwise (collectively, the "**Secured Obligations**"), each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all products and Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement or dilution of any Copyright or Copyright licensed under any Copyright License.

3. Representations and Warranties.

(a) Each Grantor represents and warrants to the Agent and the Lenders that (a) such Grantor does not own any material Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto; (b) this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements, perfected Liens in favor of Agent (for the benefit of itself and the Lenders) on each Grantor's Patents, Trademarks and Copyrights, such perfected Liens are enforceable as such as against any and all creditors of and purchasers from such Grantor and (c) upon filing of this Intellectual Property Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement to which such Grantor is a party, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

(b) The representations and warranties made by Grantor contained in this Agreement shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) on and as of the Borrowing date, continuation date or Conversion Date, as applicable, with the same effect as if made on and as of such Borrowing date, continuation date or Conversion Date (except to the extent such representations and warranties expressly refer to an earlier date, in which case they shall be true and correct as of such earlier date).

4. Covenants. Each Grantor covenants and agrees with the Agent, for the benefit of Agent and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Obligations under the Credit Agreement and Loan Documents have been indefeasibly paid in full:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any material Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same, except if any of the foregoing would not reasonably be expected to have a Material Adverse Effect.

(b) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto in form and substance satisfactory to Agent to evidence Agent's Lien on such Patent, Trademark or Copyright.

(c) Each Grantor shall take all actions necessary to maintain and pursue each application to obtain the relevant registration and to maintain the registration of each of the material Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Except as provided in Section 4(c) above, in the event that any of the Patent, Trademark, or Copyright Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall (i) comply with Section 4(a)(ix) of the Security Agreement to which such Grantor is a party and (ii) promptly take all actions, including to sue to enjoin any such conduct and/or for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution.

5. Security Agreements. The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by such Grantor to Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement to which such Grantor is a party. Each Grantor and Agent expressly agree that the security interests granted under this Intellectual Property Security Agreement and the Security Agreements in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by the Agent or the Lenders of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreements. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and any of the Security Agreements, then the terms and conditions of the Security Agreements shall prevail.

6. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in Section 9.2 of the Credit Agreement.

8. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION

WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.2 OF THE CREDIT AGREEMENT. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

9. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

10. Successors and Assigns. This Intellectual Property Security Agreement and all obligations of each Grantor hereunder shall be binding upon the successors and assigns of such Grantor (including any debtor-in-possession on behalf of such Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Agent, for the benefit of Agent and Lenders, hereunder. No Grantor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Intellectual Property Security Agreement.

11. Section Titles. The Section titles contained in this Intellectual Property Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

12. Severability. Whenever possible, each provision of this Intellectual Property Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Intellectual Property Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and each Grantor with respect to the matters referred to herein and therein.

13. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN



ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS THAT IT MAY HAVE TO CLAIM OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

14. Counterparts. This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement in any number of separate counterparts (which may include facsimile and/or electronic submissions, delivered in accordance with the provisions of Section 9.2 of the Credit Agreement), each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

15. Advice of Counsel. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement and, specifically, the provisions of Sections 8 and 13, with its counsel.

16. Joinder. It is understood and agreed that any Subsidiary of a Credit Party that is required to become a party to this Agreement after the Closing Date pursuant to Section 4.13 of the Credit Agreement shall automatically become a Grantor hereunder upon the execution and delivery by such Subsidiary of any instrument substantially in the form of Exhibit A hereto and the delivery of the same to Agent with the same force and effect as if originally named as a party herein. The execution and delivery of any instrument adding an additional party to this Agreement shall only require the consent of the Agent and shall specifically not require the consent of any other party hereunder or of any Lender. The rights and obligations of each party hereunder shall remain in full force and effect notwithstanding the addition of any additional party hereto.

17. Conflicts. This Intellectual Property Security Agreement supplements the Credit Agreement and, to the extent of any conflict between the Credit Agreement and this Intellectual Property Security Agreement, the terms of the Credit Agreement shall control.

18. Reaffirmation of Original Intellectual Property Security Agreement. The Grantors, to the extent they were party to the Original Intellectual Property Security Agreement (as defined below) (the "Original Grantors"), hereby reaffirm their obligations under that certain Intellectual Property Security Agreement dated as of the Original Closing Date among the Original Grantors and Agent (as amended or otherwise modified from time to time prior to the Closing Date, the "Original Intellectual Property Security Agreement"), including, without limitation, the grants of security interests, pledges and the validity of all covenants by such Original Grantors contained therein, and all Liens arising thereunder. The Liens arising under the Original Intellectual Property Security Agreement are hereby reaffirmed by the Original Grantors in all respects, and shall remain continuous and be

governed by the terms of this Intellectual Property Security Agreement from and following the date hereof.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Security Agreement as of the date first above written.

**GRANTORS:**

MCMC LLC

By: Pamela Ochs Piasecki  
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

MCRS HOLDINGS, INC

By: Pamela Ochs Piasecki  
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

MCMC HOLDINGS LLC

By: Pamela Ochs Piasecki  
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

COUNTRY-WIDE INDEPENDENT EXAMS, LLC

By: Pamela Ochs Piasecki  
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

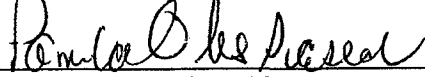
MBA HOLDCO, LLC

By: Pamela Ochs Piasecki  
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

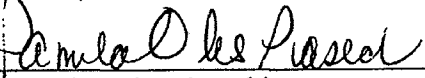
LITIGATION SOLUTIONS, LLC

By: MCMC LLC (the controlling member)  
By: Pamela Ochs Piasecki  
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

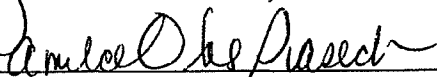
PATRIOT RISK MANAGEMENT, INC.

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer


PRS GROUP, INC.

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

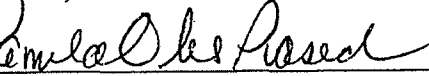
PATRIOT RISK SERVICES, INC.

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

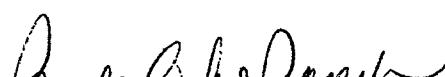
PATRIOT RISK MANAGEMENT OF FLORIDA,  
INC.

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

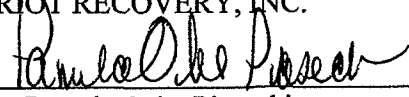
PATRIOT INSURANCE MANAGEMENT  
COMPANY, INC.

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

PATRIOT INVESTMENTS INTERNATIONAL,  
INC.

By:   
Name: Pamela Ochs-Piasecki  
Title: Chief Financial Officer

PATRIOT RECOVERY, INC.

By: 

Name: Pamela Ochs-Piasecki

Title: Chief Financial Officer

**AGENT:**

LBC CREDIT PARTNERS II, L.P.

By: \_\_\_\_\_

Name: David E. Fraimow


Title: \_\_\_\_\_

PATRIOT RECOVERY, INC.

By: \_\_\_\_\_  
Name: Pamela Ochs-Piasecki  
Title: \_\_\_\_\_

**AGENT:**

LBC CREDIT PARTNERS II, L.P.

By:  \_\_\_\_\_  
Name: David E. Fraimow  
Title: Vice President

## EXHIBIT A

### Joinder Agreement

THIS JOINDER AGREEMENT (this "Joinder") is dated as of \_\_\_\_\_, \_\_\_\_\_ and supplements that certain Intellectual Property Security Agreement dated as of \_\_\_\_\_, 2011 (as amended, modified, replaced or restated from time to time, the "Intellectual Property Security Agreement") among the grantors party thereto from time to time (each a "Grantor" and collectively, the "Grantors") and LBC CREDIT PARTNERS II, L.P., as administrative agent (the "Agent").

Reference is made to that certain Amended and Restated Credit Agreement dated as of \_\_\_\_\_, 2011 (as amended, replaced, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MCMC LLC, a Delaware limited liability company ("MCMC"), MCRS Holdings, Inc., a Delaware corporation ("MCRS"; MCMC and MCRS being referred to collectively as "Borrowers", and each individually as a "Borrower"), MCMC Holdings LLC, a Delaware limited liability company ("Holdings"), certain other parties as guarantors, the Agent and the lenders from time to time signatory thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (or, to the extent not defined therein, as defined in the Credit Agreement).

The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to extend credit pursuant to the Credit Agreement. Pursuant to Section 4.13 of the Credit Agreement, the undersigned is required to enter into the Intellectual Property Security Agreement. Section 16 of the Intellectual Property Security Agreement provides that additional parties may become a party under the Intellectual Property Security Agreement by execution and delivery of an instrument substantially in the form of this Joinder. The undersigned ("Additional Party") is executing this Joinder in accordance with the requirements of the Credit Agreement to become a party under the Intellectual Property Security Agreement as a Grantor in order to induce the Lenders to extend and continue the extension of credit pursuant to the Credit Agreement.

Accordingly, the Additional Party agrees, for the benefit of Agent and the Lenders, as follows:

Section 1. In accordance with the Intellectual Property Security Agreement, the Additional Party, by its signature below, becomes a party to the Intellectual Property Security Agreement as a Grantor effective as of the date hereof with the same force and effect as if originally named therein as a party thereto, and the Additional Party hereby agrees to all the terms thereof and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct in all material respects on and as of the date hereof. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the Additional Party. The Intellectual Property Security Agreement is hereby incorporated by reference. Schedules I, II and III of the Intellectual Property Security Agreement are hereby amended to add the information relating to the Additional Party set out Schedules I, II and III, respectively, hereof.

Section 2. In furtherance of the foregoing, the Additional Party hereby assigns, pledges and grants to Agent a security interest in all of its right, title and interest in and to the Intellectual Property Collateral owned by it to secure the Secured Obligations. The Additional Party agrees to, at the request of Agent, take all action necessary or desirable to protect and perfect Agent's Lien on the Intellectual Property Collateral.

Section 3. The Additional Party represents and warrants to the Agent that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

Section 4. This Joinder may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid. This Joinder shall become effective when Agent shall have received a copy of this Joinder that bears the signature of the Additional Party.

Section 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

**[Signatures appear on following page]**



IN WITNESS WHEREOF, the Additional Party has duly executed and delivered this Joinder as of the date first written above.

[NAME OF ADDITIONAL PARTY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED BY ADMINISTRATIVE AGENT  
ON \_\_\_\_\_, \_\_\_\_\_

LBC CREDIT PARTNERS II, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I**

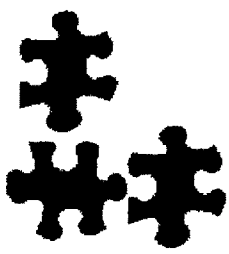

**Patents and Patent Licenses**


None.

**SCHEDULE II**

**Trademarks and Trademark Licenses**

**TRADEMARKS:**

<u>Entity</u>	<u>Trademarks</u>	<u>Registration Number</u> <u>(All Filed in The United States)</u>
Litigation Solutions, LLC	Watching Waiting	2925405
Litigation Solutions, LLC	 <small>LITIGATION SOLUTIONS, INC.</small> Litigation Solutions, Inc. (design mark)	3034418
Litigation Solutions, LLC	Litigation Solutions, Inc.	3031508
Litigation Solutions, LLC	DIGG-IT	3831516
Litigation Solutions, LLC	 DIGG-IT POWERED BY LITIGATION SOLUTIONS (design mark)	3902893
MCMC LLC	Peer Review Analysis	1693806
MCMC LLC	Consult the Physicians	1792878
MCMC LLC	PRA	1767630
MCMC, LLC	Let the Experts Take a Look	2444378
MCMC, LLC	WEBOPUS	2857678

Entity	Trademarks	Registration Number (All Filed in The United States)
MCMC LLC	ScheduleLink+	3840859
MCMC LLC	MCMC	3275788
MCMC LLC	MCMC (design mark): 	3275789
MCMC, LLC	ZEBRA MAKING DECISIONS BLACK AND WHITE	Registration pending; Serial No. 85276023
MCMC, LLC	ZEBRA	Registration Pending; Serial No. 85275688

TRADEMARK LICENSES: None.

**SCHEDULE III**

**Copyrights and Copyright Licenses**

**COPYRIGHTS:**

<u>Copyrights</u>	<u>Owner</u>	<u>Copyright Licenses</u> <u>(All Filed In The United States)</u>	<u>Effective Date</u>
INETS	Litigation Solutions, LLC	TXu001118406	July 14, 2003
Record acquisition and tracking system	Litigation Solutions, LLC	TXu001118405	July 14, 2003
CopyNet	Litigation Solutions, LLC	TXu001167166	January 29, 2004

**COPYRIGHT LICENSES:** None.