

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wellcomp Managed Care Services, Inc.		12/15/2011	CORPORATION: CALIFORNIA
Fox Hill Holdings Inc.		12/15/2011	CORPORATION: DELAWARE
F.A. Richard & Associates Inc.		12/15/2011	CORPORATION: LOUISIANA
National Employers Network Alliance, Inc.		12/15/2011	CORPORATION: OHIO
Rockport Community Network, Inc.		12/15/2011	CORPORATION: NEVADA
The Frank Gates Companies, Inc.		12/15/2011	CORPORATION: OHIO
The Frank Gates Service Company		12/15/2011	CORPORATION: OHIO
Visual Risk Solutions, Inc.		12/15/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78745403	
Serial Number:	77382917	AVIZENT
Serial Number:	77390403	AVIZENT
Serial Number:	77390811	AVIZENT
Serial Number:	78500879	BRIDGEPORT
Serial Number:	78748600	BRIDGEPORT
Serial Number:	78706099	FRANK GATES

OP \$590.00 78745403

Serial Number:	78706103	FRANK GATES
Serial Number:	78706104	HIGHER GROUND
Serial Number:	78706106	HIGHER GROUND
Serial Number:	77036337	NATIONAL EMPLOYERS NETWORK ALLIANCE
Serial Number:	77036338	NENA
Serial Number:	77036368	NENA HEALTH SOLUTIONS
Serial Number:	78500882	ROCKPORT HEALTHCARE GROUP
Serial Number:	78739606	VISUAL CLAIMS STUDIO
Serial Number:	78745420	VISUAL IMAGE STUDIO
Serial Number:	78745413	VISUAL LIQUID WEB
Serial Number:	78751828	VISUAL REPORTS STUDIO
Serial Number:	78746212	VISUAL RISK SOLUTIONS
Serial Number:	78745640	VISUAL RISK STUDIO
Serial Number:	75165521	FARA
Registration Number:	3146645	WELLCOMP
Registration Number:	3368194	YORK

CORRESPONDENCE DATA

Fax Number: (404)572-5134
 Email: jhannon@kslaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: James M. Hannon
 Address Line 1: 1180 Peachtree Street
 Address Line 2: King & Spalding LLP
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	15009.009027
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	12/15/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and as Revolver Agent for the Revolving Credit Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. 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 their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 6. Governing Law. This Trademark 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WELLCOMP MANAGED CARE SERVICES,
INC.

as Grantor

By: Peter E. Lind
Name: PETER E. LIND
Title: SECRETARY

FOX HILL HOLDINGS INC.

as Grantor

By: Peter E. Lind
Name: PETER E. LIND
Title: SECRETARY

F.A. RICHARD & ASSOCIATES INC.

as Grantor

By: Peter E. Lind
Name: PETER E. LIND
Title: SECRETARY

NATIONAL EMPLOYERS NETWORK
ALLIANCE, INC.

as Grantor

By: Peter E. Lind
Name: PETER E. LIND
Title: SECRETARY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ROCKPORT COMMUNITY NETWORK, INC.
as Grantor

By: Peter E. Lind
Name: PETER E. LIND
Title: SECRETARY

THE FRANK GATES COMPANIES, INC.
as Grantor

By: Peter E. Lind
Name: PETER E. LIND
Title: SECRETARY

THE FRANK GATES SERVICE COMPANY
as Grantor

By: Peter E. Lind
Name: PETER E. LIND
Title: SECRETARY


VISUAL RISK SOLUTIONS, INC.
as Grantor

By: Peter E. Lind
Name: PETER E. LIND
Title: SECRETARY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent


By: 
Name: **Keith Bird**
Title: **Duly Authorized Signatory**

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004680 FRAME: 0149

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Reg. No.	Reg. Date	App. Ser. No.	Owner
	3,236,209	5/1/07	78/745,403	Visual Risk Solutions, Inc.
AVIZENT	3,787,871	5/11/10	77/382,917	The Frank Gates Service Company
AVIZENT	3,787,877	5/11/10	77/390,403	The Frank Gates Service Company
AVIZENT	3,787,880	5/11/10	77/390,811	The Frank Gates Service Company
BRIDGEPORT (and design)	3,211,829	2/20/07	78/500,879	Rockport Community Network, Inc.
BRIDGEPORT (and design)	3,442,496	6/3/08	78/748,600	Rockport Community Network, Inc.
FRANK GATES	3,132,675	8/22/06	78/706,099	The Frank Gates Companies, Inc.
FRANK GATES	3,132,676	8/22/06	78/706,103	The Frank Gates Companies, Inc.
HIGHER GROUND	3,543,663	12/9/08	78/706,104	The Frank Gates Companies, Inc.
HIGHER GROUND	3,543,664	12/9/08	78/706,106	The Frank Gates Companies, Inc.
NATIONAL EMPLOYERS NETWORK ALLIANCE	3,377,027	2/5/08	77/036,337	National Employers Network Alliance, Inc.
NENA	3,377,028	2/5/08	77/036,338	National Employers Network Alliance, Inc.
NENA HEALTH SOLUTIONS	3,377,029	2/5/08	77/036,368	National Employers Network Alliance, Inc.
ROCKPORT HEALTHCARE GROUP (and design)	3,166,220	10/31/06	78/500,882	Rockport Community Network, Inc.
VISUAL CLAIMS STUDIO	3,232,632	4/24/07	78/739,606	Visual Risk Solutions, Inc.
VISUAL IMAGE STUDIO	3,232,659	4/24/07	78/745,420	Visual Risk Solutions, Inc.
VISUAL LIQUID WEB	3,232,657	4/24/07	78/745,413	Visual Risk Solutions, Inc.
VISUAL REPORTS STUDIO	3,467,855	7/15/08	78/751,828	Visual Risk Solutions, Inc.
VISUAL RISK SOLUTIONS	3,232,664	4/24/07	78/746,212	Visual Risk Solutions, Inc.
VISUAL RISK STUDIO	3,232,660	4/24/07	78/745,640	Visual Risk Solutions, Inc.
WELLCOMP	3,146,645	9/19/06		Wellcomp Managed Care Services, Inc.
YORK (and design)	3,368,194	1/15/08		Fox Hill Holdings, Inc.
FARA	2,097,563	9/16/97	75/165,521	F.A. Richard & Associates Inc.

2. TRADEMARK APPLICATIONS

None