

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
	CareWorks Ltd.		01/31/2014	LIMITED LIABILITY COMPANY: OHIO
	CareWorks of Ohio Ltd.		01/31/2014	LIMITED LIABILITY COMPANY: OHIO
	CareWorks Technologies Ltd.		01/31/2014	LIMITED LIABILITY COMPANY: OHIO
	RiskControl 360, LLC		01/31/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA				
Name:	General Electric Capital Corporation			
Street Address:	500 West Monroe Street			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60661			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 7				
	Property Type	Number	Word Mark	
	Registration Number:	2142072	CAREWORKS	
	Registration Number:	2924782	CAREWORKS HEALTHGROUP	
	Registration Number:	2429791	VOCWORKS	
	Registration Number:	2869901	CAREWORKS TECHNOLOGIES	
	Registration Number:	3666510	PERFORMANCEWORKS	
	Registration Number:	3589932	RISKCONTROL360°	
	Serial Number:	86172174	CAREWORKS TECH	
CORRESPONDENCE DATA				

CH \$190.00 2142072

Fax Number: 2125562222

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

Phone: 212-556-2100

Email: clein@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	15009-009034
NAME OF SUBMITTER:	Chelsea R. Lein
Signature:	/Chelsea R. Lein/
Date:	01/31/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2014, 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 Amended and Restated Credit Agreement, dated as of January 31, 2014 (as the same may be amended, restated, amended and 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 the Guaranty and Security Agreement, dated as of December 15, 2011, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as by the First Amendment to Guaranty the Security Agreement, dated as of January 31, 2014, 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.

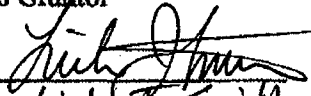
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

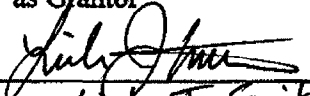
CAREWORKS LTD.
as Grantor

By: 
Name: Lisle J. Smith
Title: CFO

CAREWORKS OF OHIO LTD.
as Grantor

By: _____
Name: Richard Poach
Title: President

CAREWORKS TECHNOLOGIES LTD.
as Grantor

By: 
Name: Lisle J. Smith
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

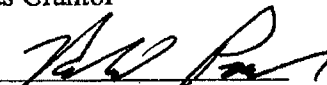
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAREWORKS LTD.
as Grantor

By: _____
Name:
Title:

CAREWORKS OF OHIO LTD.
as Grantor


By: 
Name: Richard Poach
Title: President

CAREWORKS TECHNOLOGIES LTD.
as Grantor

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

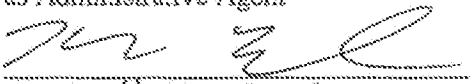
RISKCONTROL 360, LLC
as Grantor

By: 
Name: Lisle J. Smith
Title: CFO

[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: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks/Service Marks

CAREWORKS	2,142,072	Careworks of Ohio Ltd.
CAREWORKS HEALTHGROUP	2,924,782	Careworks of Ohio Ltd.
VOCWORKS	2,429,791	Careworks of Ohio Ltd.
CAREWORKS TECHNOLOGIES	2,869,901	Careworks of Ohio Ltd.
PERFORMANCEWORKS & Design	3,666,510	Careworks Technologies, Ltd.
RISKCONTROL360° & Design	3,589,932	RiskControl 360, LLC
CAREWORKS TECH	86/172,174 (pending)	Careworks of Ohio, Ltd.