

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENEX Services, Inc., as Grantor		05/30/2014	CORPORATION: PENNSYLVANIA
Options & Choices, Inc., a Wyoming corporation, as Grantor		05/30/2014	CORPORATION: WYOMING

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Second Lien Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4457394	UR FAST TRACK
Registration Number:	3886086	RISKID
Registration Number:	3092077	THE PEOPLE YOU COUNT ON. THE OUTCOME YOU
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
Registration Number:	1312563	INTRACORP
Registration Number:	1292513	ACCUMED
Registration Number:	4365944	
Registration Number:	4448625	ILLUMINATE YOUR PEOPLE DATA
Registration Number:	3488155	TURNING HISTORY INTO FORESIGHT
Registration Number:	2755605	WEBOPTIS
Registration Number:	2820692	OCI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2820691	OCI
Registration Number:	4119137	LEAVEXPERT
Registration Number:	4096647	OCI FASTTRACK
Registration Number:	4221794	WEBOPTIS
Registration Number:	4221792	OPTIS
Serial Number:	85886929	THINKING DIFFERENTLY
Serial Number:	85672853	OPTIS
Serial Number:	85672824	OPTIS

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan, Legal Assistant

SIGNATURE: /Michael Barys/

DATE SIGNED: 06/03/2014

Total Attachments: 9

- source=14b Second Lien Trademark Security Agreement_ GEM (EXECUTED)#page1.tif
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Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Options & Choices, Inc., a Wyoming corporation, as Grantor
Citizenship – USA – WY
440 Swedesford Road, Suite 1000
Wayne, PA 19087

TRADEMARK SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated May 30, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Royal Bank of Canada (“RBC), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, GEM PARENT, INC., a Delaware corporation (“Holdings”), GEM MERGER SUB, INC., a Delaware corporation (“Merger Sub”), as the initial borrower under the Credit Agreement, whose rights and obligations therein will be assigned to and assumed by GENEX HOLDINGS, INC., a Delaware corporation, immediately following the consummation of the Acquisition contemplated by and in accordance with the Merger Agreement, RBC, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Credit Agreement dated as of May 30, 2014 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to Merger Sub and, immediately following the consummation of the Acquisition, the Company (the “Borrower”) upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Trademark registrations (as defined in the Security Agreement) and Trademarks for which applications are pending, in each case, in the United States Patent and Trademark Office and as set forth in Schedule A hereto (excluding any Excluded ITU Application) (the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and

whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the authorized parties at such office record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement are, prior to the Discharge of First Lien Credit Agreement Secured Obligations, expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Second Lien Intercreditor Agreement (and any other intercreditor agreement). In the event of any conflict between the


terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) and this Trademark Security Agreement, the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

[Signature Pages Follow]

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

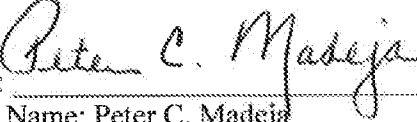
GENEX Services, Inc.

as Grantor

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

Options & Choices, Inc.

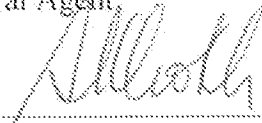
as Grantor

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

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005294 FRAME: 0512

ROYAL BANK OF CANADA,
as Collateral Agent,

By: 

Name: Susan Khokher
Title: Manager, Agency

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Owner: GENEX Services, Inc.

Trademark No.	Registration Date	Mark
App. 85886929	Filed 3/26/13	Thinking Differently
4457394	7/18/12	UR FAST TRACK
3886086	12/7/10	RISKID
3092077	5/16/06	THE PEOPLE YOU COUNT ON. THE OUTCOME YOU EXPECT.
2962799	6/21/05	INTRACORP and Design
2597116	7/23/02	CLAIMS TOOLBOX
2420271	1/9/01	REFERRAL EXPERT
2267923	8/3/99	CLINICAL GUIDELINES TOOL
2267922	8/3/99	ASSESSMENT REFERENCE TOOL
2042174	3/4/97	GENEX
1552236	8/15/89	INTRACORP PREFERRED CARE
1312563	1/1/85	INTRACORP
1292513	8/28/84	ACCUMED

Owner: Options & Choices, Inc.

Trademark No.	Registration Date	Mark
4365944	7/9/13	Design (Spiral)
App. 85672853	Filed 7/10/12	OPTIS and Design
App. 85672824	Filed 7/10/12	OPTIS
4448625	12/10/13	ILLUMINATE YOUR PEOPLE DATA
3488155	8/19/08	TURNING HISTORY INTO FORESIGHT
2755605	8/26/03	WEBOPTIS
2820692	3/9/04	OCI
2820691	3/9/04	OCI and Design
4119137	3/27/12	LEAVEXPERT
4096647	2/7/12	OCI FASTTRACK

Trademark No.	Registration Date	Mark
4221794	10/9/12	WEBOPTIS
4221792	10/9/12	OPTIS