

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXAMWORKS, LLC		11/01/2021	Limited Liability Company: DELAWARE
ABI DOCUMENT SUPPORT SERVICES, LLC		11/01/2021	Limited Liability Company: DELAWARE
IME SOFTWARE SOLUTIONS, LLC		11/01/2021	Limited Liability Company: MICHIGAN
DDA MANAGEMENT SERVICES, LLC		11/01/2021	Limited Liability Company: NEW YORK
MLS GROUP OF COMPANIES, LLC		11/01/2021	Limited Liability Company: MICHIGAN
EXAMWORKS REVIEW SERVICES, LLC		11/01/2021	Limited Liability Company: DELAWARE
MEDICAL EVALUATION SPECIALISTS, LLC		11/01/2021	Limited Liability Company: MICHIGAN
CREDENTIALMED, LLC		11/01/2021	Limited Liability Company: DELAWARE
NETWORK MEDICAL REVIEW COMPANY, LTD.		11/01/2021	Corporation: ILLINOIS
MCMC SERVICES, LLC		11/01/2021	Limited Liability Company: DELAWARE
PRIZM SOLUTIONS, LLC		11/01/2021	Limited Liability Company: DELAWARE
FIRST CHOICE EVALUATIONS, LLC		11/01/2021	Limited Liability Company: DELAWARE
MES GROUP, LLC		11/01/2021	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

OP \$840.00 4025013

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	4025013	EXAMWORKS
Registration Number:	4025014	EXAMWORKS
Registration Number:	4121343	ESUMMARY BY ABI
Registration Number:	4971910	LANDMARK EXAMS
Registration Number:	4170493	ABI
Registration Number:	4186539	IME*CENTRIC
Registration Number:	4233777	BMEGATEWAY
Registration Number:	4237177	ABETON
Registration Number:	4245256	MEDICAL EVALUATIONS BMEGATEWAY MEDICAL S
Registration Number:	4257508	D&D ASSOCIATES
Registration Number:	4257507	D&D ASSOCIATES
Registration Number:	4263903	MLS GROUP OF COMPANIES
Registration Number:	4263904	MLS MLS GROUP OF COMPANIES
Registration Number:	2671783	
Registration Number:	4337084	EXAMWORKS REVIEW SERVICES
Registration Number:	4337085	EXAMWORKS REVIEW SERVICES
Registration Number:	4363216	MES SOLUTIONS SINCE 1978
Registration Number:	2770800	CFO MEDICAL SERVICES
Registration Number:	4431653	CREDENTIALMED
Registration Number:	4453650	NETWORK MEDICAL REVIEW CO. LTD.
Registration Number:	5363106	MCMC
Registration Number:	4468990	NMR NETWORK MEDICAL REVIEW CO. LTD.
Registration Number:	4643988	NEXTRUM
Registration Number:	5748317	CASEWORKS
Registration Number:	4748386	EVERYONE HAS AN OPINION. OURS IS EVIDENC
Registration Number:	4748384	IMPARTIAL
Registration Number:	2960534	EVALUMED
Registration Number:	5816629	EXAMWORKS CLINICAL SOLUTIONS
Registration Number:	5816630	EXAMWORKS CLINICAL SOLUTIONS
Registration Number:	3156329	MES SOLUTIONS
Registration Number:	3672488	FIRST CHOICE EVALUATIONS
Registration Number:	2282570	MEDICAL EVALUATION SPECIALISTS
Registration Number:	1640055	MES

CORRESPONDENCE DATA

Fax Number: 2125305219

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.

TRADEMARK**REEL: 007480 FRAME: 0868**

Phone: 2125305243
Email: dcip@milbank.com, ehyla@milbank.com
Correspondent Name: Eric Hyla, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 1515455 Platinum 2L

NAME OF SUBMITTER: Eric Hyla

SIGNATURE: /Eric Hyla/

DATE SIGNED: 11/02/2021

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is dated as of November 1, 2021, by EXAMWORKS, LLC, a Delaware limited liability company, ABI DOCUMENT SUPPORT SERVICES, LLC, a Delaware limited liability company, IME SOFTWARE SOLUTIONS, LLC, a Michigan limited liability company, DDA MANAGEMENT SERVICES, LLC, a New York limited liability company, MLS GROUP OF COMPANIES, LLC, a Michigan limited liability company, EXAMWORKS REVIEW SERVICES, LLC, a Delaware limited liability company, MEDICAL EVALUATION SPECIALISTS, LLC, a Michigan limited liability company, CREDENTIALMED, LLC, a Delaware limited liability company, NETWORK MEDICAL REVIEW COMPANY, LTD., an Illinois corporation, MCMC SERVICES, LLC, a Delaware limited liability company, PRIZM SOLUTIONS, LLC, a Delaware limited liability company, FIRST CHOICE EVALUATIONS, LLC, a Delaware limited liability company and MES GROUP, LLC, a Michigan limited liability company (each, individually, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien Guarantee and Collateral Agreement dated as of November 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, excluding any Excluded Assets, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade dress, logos, other source or business

identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (a) all goodwill associated therewith or symbolized thereby;
- (b) all claims for, and rights to sue for, past, present and future infringements or other violations of any of the foregoing; and
- (c) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement thereof.

Notwithstanding anything to the contrary in this Trademark Security Agreement or any other Loan Document, the above assets will not include, this Trademark Security Agreement will not constitute a grant of security interest in and the security interest granted hereunder will not attach to, in each case, any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control to the extent of the conflict.

SECTION 4. 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 Commissioner of Trademarks record this Trademark Security Agreement with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument,

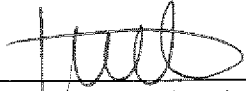
and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

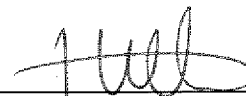
[Signature page follows]

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.

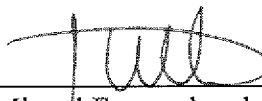
EXAMWORKS, LLC

By: 
Name: J. Miguel Fernandez de Castro
Title: Co-Chief Executive, Chief Financial Officer and Treasurer

MEDICAL EVALUATION SPECIALISTS, LLC


By: 
Name: J. Miguel Fernandez de Castro
Title: Co-Chief Executive, Chief Financial Officer and Treasurer

NETWORK MEDICAL REVIEW COMPANY, LTD.

By: 
Name: J. Miguel Fernandez de Castro
Title: Co-Chief Executive, Chief Financial Officer and Treasurer

- ABI DOCUMENT SUPPORT SERVICES, LLC**
- CREDENTIALMED, LLC**
- EXAMWORKS REVIEW SERVICES, LLC**
- FIRST CHOICE EVALUATIONS, LLC**
- IME SOFTWARE SOLUTIONS, LLC**
- MCMC SERVICES, LLC**
- MES GROUP, LLC**
- MLS GROUP OF COMPANIES, LLC**
- PRIZM SOLUTIONS, LLC**

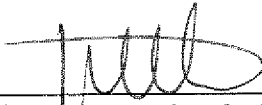
By: EXAMWORKS, LLC, its sole member

By: 
Name: J. Miguel Fernandez de Castro
Title: Co-Chief Executive, Chief Financial Officer and Treasurer

DDA MANAGEMENT SERVICES, LLC

By: **LONE STAR CONSULTING, LLC**, its sole member

By: **MEDICAL EVALUATION SPECIALISTS, LLC**, its sole member

By: 
Name: J. Miguel Fernandez de Castro
Title: Co-Chief Executive, Chief Financial Officer and Treasurer

Accepted and Agreed:
ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Mark Name	Status	Serial No.	Filing Date	Reg. Date	Reg. No.
ExamWorks, LLC	EXAMWORKS	Registered	85101472	2010-08-05	2011-09-13	4025013
ExamWorks, LLC	EXAMWORKS (Stylized)	Registered	85101495	2010-08-05	2011-09-13	4025014
ABI Document Support Services, LLC	ESUMMARY BY ABI	Registered	85385845	2011-08-01	2012-04-03	4121343
ExamWorks Inc.	LANDMARK EXAMS and Design	Registered	86616402	2015-04-30	2016-06-07	4971910
ABI Document Support Services, LLC	ABI	Registered	85379001	2011-07-22	2012-07-10	4170493
IME Software Solutions, LLC	IME*CENTRIC	Registered	85500392	2011-12-20	2012-08-07	4186539
ExamWorks, LLC	BMEGATEWAY	Registered	85578435	2012-03-23	2012-10-30	4233777
ExamWorks, LLC	ABETON (Stylized)	Registered	85583601	2012-03-29	2012-11-06	4237177
ExamWorks, LLC	BMEGATEWAY MEDICAL EVALUATIONS MEDICAL SERVICES (Stylized)	Registered	85580807	2012-03-27	2012-11-20	4245256
DDA Management Services, LLC	D&D ASSOCIATES	Registered	85608605	2012-04-25	2012-12-11	4257508

Owner	Mark Name	Status	Serial No.	Filing Date	Reg. Date	Reg. No.
DDA Management Services, LLC	D&D ASSOCIATES and Design	Registered	85608603	2012-04-25	2012-12-11	4257507
MLS Group of Companies, LLC	MLS GROUP OF COMPANIES	Registered	85611663	2012-04-30	2012-12-25	4263903
MLS Group of Companies, LLC	MLS GROUP OF COMPANIES (Stylized)	Registered	85611676	2012-04-30	2012-12-25	4263904
ExamWorks, LLC	DESIGN MARK	Registered	76358668	2002-01-15	2003-01-07	2671783
ExamWorks Review Services, LLC	EXAMWORKS REVIEW SERVICES	Registered	85503947	2011-12-27	2013-05-21	4337084
ExamWorks Review Services, LLC	EXAMWORKS REVIEW SERVICES and Design	Registered	85503959	2011-12-27	2013-05-21	4337085
Medical Evaluation Specialists, LLC	MES SOLUTIONS SINCE 1978 and Design	Registered	85581867	2012-03-28	2013-07-09	4363216
ExamWorks, LLC	CFO MEDICAL SERVICES	Registered	76322444	2001-10-09	2003-10-07	2770800
CredentialMed, LLC	CREDENTIALMED	Registered	85863389	2013-02-28	2013-11-12	4431653
Network Medical Review Company, Ltd.	NETWORK MEDICAL REVIEW CO. LTD.	Registered	85809181	2012-12-21	2013-12-24	4453650
MCMC Services, LLC	MCMC	Registered	87339125	2017-02-16	2017-12-26	5363106
Network Medical Review Company, Ltd.	NMR NETWORK MEDICAL REVIEW CO. LTD. and Design	Registered	85809204	2012-12-21	2014-01-21	4468990
Prizm Solutions, LLC	NEXTRUM	Registered	86180094	2014-01-30	2014-11-25	4643988

Owner	Mark Name	Status	Serial No.	Filing Date	Reg. Date	Reg. No.
ExamWorks, LLC	CASEWORKS	Registered	87693289	2017-11-21	2019-05-14	5748317
ExamWorks, LLC	EVERYONE HAS AN OPINION. OURS IS EVIDENCE-BASED	Registered	85832032	2013-01-24	2015-06-02	4748386
ExamWorks, LLC	IMPARTIAL	Registered	85830840	2013-01-23	2015-06-02	4748384
Medical Evaluation Specialists, LLC	EVALUMED	Registered	76547504	2003-09-30	2005-06-07	2960534
ExamWorks, LLC	EXAMWORKS CLINICAL SOLUTIONS	Registered	87693272	2017-11-21	2019-07-30	5816629
ExamWorks, LLC	EXAMWORKS CLINICAL SOLUTIONS and Design	Registered	87693280	2017-11-21	2019-07-30	5816630
Medical Evaluation Specialists, LLC	MES SOLUTIONS	Registered	78532696	2004-12-15	2006-10-17	3156329
First Choice Evaluations, LLC	FIRST CHOICE EVALUATIONS	Registered	77665300	2009-02-06	2009-08-25	3672488
MES Group, LLC	MEDICAL EVALUATION SPECIALISTS	Registered	75367843	1997-10-03	1999-10-05	2282570
Medical Evaluation Specialists, LLC	MES	Registered	74056921	1990-05-08	1991-04-02	1640055

TRADEMARK

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RECORDED: 11/02/2021