

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306239

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|--|---|--|---------------------------|
| 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 Collateral Agent | | |
| Street Address: | 20 King Street West, 4th Floor | | |
| City: | Toronto | | |
| State/Country: | ONTARIO | | |
| 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 | | | |

OP \$640.00 4457394

| 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: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan, Legal Assistant

SIGNATURE: /Michael Barys/

DATE SIGNED: 06/02/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This 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 First 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, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements 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, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

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.

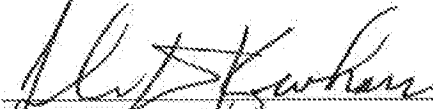
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall 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.

[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.

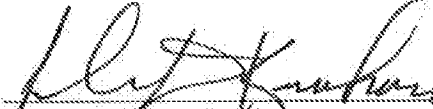
GENEX Services, Inc.

as Grantor

By: 
Name: John D. Keohane
Title: Vice President and Chief Financial Officer

Options & Choices, Inc.

as Grantor

By: 
Name: John D. Keohane
Title: Vice President and Chief Financial Officer

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: _____
Title: Susan Khokher
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 |