

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441105

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCM Insurance Services, Inc.		08/29/2017	Corporation: CANADA
SCM International Programs Group LP		08/29/2017	Corporation: CANADA
Xpera Risk Mitigation & Investigation LP		08/29/2017	Limited Partnership: CANADA
Pario Engineering & Environmental Sciences LP		08/29/2017	Limited Partnership: CANADA
Cira Health Solutions LP		08/29/2017	Limited Partnership: CANADA

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4293839	ICLARIFY
Serial Number:	87528098	OPTA
Serial Number:	87528096	OPTA INFORMATION INTELLIGENCE
Serial Number:	87528102	OPTA
Serial Number:	87528151	IPG
Serial Number:	87528163	IPG
Serial Number:	87527121	XPERA RISK MITIGATION AND INVESTIGATION
Serial Number:	87527129	XPERA
Serial Number:	87527138	XPERA
Serial Number:	87527177	PARIO
Serial Number:	87527182	PARIO
Serial Number:	87528132	CIRA

CH \$340.00 4293839

Property Type	Number	Word Mark
Serial Number:	87528125	CIRA HEALTH SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 2129693000

Email: ypan@proskauer.com

Correspondent Name: Alok A. Choksi

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-252
NAME OF SUBMITTER:	Alok A. Choksi
SIGNATURE:	/Alok A. Choksi/
DATE SIGNED:	08/29/2017

Total Attachments: 6

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U.S. FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2017 (this "Agreement"), among SCM Insurance Services, Inc., a Canadian corporation; SCM International Programs Group LP, a Canadian limited partnership; Xpera Risk Mitigation & Investigation LP, a Canadian limited partnership; Pario Engineering & Environmental Sciences LP, a Canadian limited partnership and Cira Health Solutions LP, a Canadian limited partnership; (the "Grantors") and Ares Capital Corporation, as Administrative Agent (in such capacity, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of as of August 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among SCM MIDCO2 LIMITED PARTNERSHIP, an Ontario limited partnership ("Initial Holdings"), WP SAPPHIRE ACQUIRE CORP., an Alberta corporation, the LENDERS and ISSUING BANKS party thereto and the First Lien Collateral Agent, (b) the Collateral Agreement dated of August 29, 2017 (as amended, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent, and (c) the Canadian Collateral Agreement dated of August 29, 2017 (as amended, supplemented or otherwise modified from time to time, the "Canadian Collateral Agreement" and, together with the U.S. Collateral Agreement, together, the "Collateral Agreements", and each, a "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the applicable Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreements also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to

Allege Use” pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the each Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreements. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in each Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any applicable Collateral Agreement, the terms of such Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SCM INSURANCE SERVICES INC., as Grantor

By: 
Name: Kenneth N. Hansen
Title: Secretary and Chief Financial Officer


**XPERA RISK MITIGATION & INVESTIGATION
LP
SCM INTERNATIONAL PROGRAMS GROUP LP
PARIO ENGINEERING & ENVIRONMENTAL
SCIENCES LP
CIRA HEALTH SOLUTIONS LP, by its general
partner, SCM INSURANCE SERVICES GP, INC.,
each as Grantor**

By: 
Name: Kenneth N. Hansen
Title: Chief Executive Officer and President

[Signature Page to First Lien U.S. Trademark Security Agreement]

**TRADEMARK
REEL: 006143 FRAME: 0218**

**ARES CAPITAL CORPORATION, as First Lien
Collateral Agent**

By 
Name: Scott Lem
Title: Authorized Signatory



[Signature Page to U.S. First Lien Trademark Security Agreement]

Schedule I
to
U.S. FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Trademark & Design	Registration No.	Registration Date	Registered Owner
iCLARIFY	4293839	26-FEB-2013	SCM RISK MANAGEMENT INC CANADA CORPORATION ¹

Applications:

Trademark & Design	Application No.	Application Date	Registered Owner
OPTA	87528098	14-JUL-2017	OPTA INFORMATION INTELLIGENCE INC. CANADA CORPORATION ²
OPTA INFORMATION INTELLIGENCE	87528096	14-JUL-2017	OPTA INFORMATION INTELLIGENCE INC. CANADA CORPORATION ³
	87528102	14-JUL-2017	OPTA INFORMATION INTELLIGENCE INC. CANADA CORPORATION ⁴
IPG	87528151	14-JUL-2017	SCM INTERNATIONAL PROGRAMS GROUP LP
	87528163	14-JUL-2017	SCM INTERNATIONAL PROGRAMS GROUP LP

¹ Note to Draft: Entity no longer exists. Title update in process.

² Note to Draft: Entity no longer exists. Title update in process.

³ Note to Draft: Entity no longer exists. Title update in process.

⁴ Note to Draft: Entity no longer exists. Title update in process.

Trademark & Design	Application No.	Application Date	Registered Owner
XPERA RISK MITIGATION AND INVESTIGATION	87527121	13-JUL-2017	XPERA RISK MITIGATION & INVESTIGATION LP
XPERA	87527129	13-JUL-2017	XPERA RISK MITIGATION & INVESTIGATION LP
	87527138	13-JUL-2017	XPERA RISK MITIGATION & INVESTIGATION LP
PARIO	87527177	13-JUL-2017	PARIO ENGINEERING & ENVIRONMENTAL SCIENCES LP
	87527182	13-JUL-2017	PARIO ENGINEERING & ENVIRONMENTAL SCIENCES LP
	87528132	14-JUL-2017	CIRA HEALTH SOLUTIONS LP
CIRA HEALTH SOLUTIONS	87528125	14-JUL-2017	CIRA HEALTH SOLUTIONS LP