

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464883

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALPHA REVIEW CORPORATION		03/08/2018	Corporation: ILLINOIS
GENEX SERVICES, LLC		03/08/2018	Limited Liability Company: PENNSYLVANIA
TJ HOLDINGS, LLC		03/08/2018	Limited Liability Company: GEORGIA
OPTIONS & CHOICES, INC.		03/08/2018	Corporation: WYOMING

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	Royal Bank Plaza, 200 Bay Street
Internal Address:	12th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	77349928	SIGMA SOLUTION ELECTRONIC END TO END PRO
Serial Number:	86913308	UNITY
Registration Number:	4979912	X
Registration Number:	4974961	GENEX
Registration Number:	4450773	AFFILIATE ALLIANCE
Registration Number:	4457394	UR FAST TRACK
Registration Number:	3886086	RISKID
Registration Number:	2962799	INTRACORP
Registration Number:	2597116	CLAIMS TOOLBOX
Registration Number:	2420271	REFERRAL EXPERT
Registration Number:	2267922	ASSESSMENT REFERENCE TOOL
Registration Number:	2267923	CLINICAL GUIDELINES TOOL

OP \$690.00 77349928

Property Type	Number	Word Mark
Registration Number:	2042174	GENEX
Registration Number:	1552236	INTRACORP PREFERRED CARE
Registration Number:	1312563	INTRACORP
Registration Number:	4815866	TAPERRX
Registration Number:	4805417	ADAINTERACT
Registration Number:	4766024	ADAINTERACT
Registration Number:	4448625	ILLUMINATE YOUR PEOPLE DATA
Registration Number:	4603929	OPTIS
Registration Number:	4603928	OPTIS
Registration Number:	4365944	
Registration Number:	4221792	OPTIS
Registration Number:	4221794	WEBOPTIS
Registration Number:	4119137	LEAVEXPERT
Registration Number:	4096647	OCI FASTTRACK
Registration Number:	2755605	WEBOPTIS

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.

Phone: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: Bianca Lee, Esq.
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10116

ATTORNEY DOCKET NUMBER:	F175898 2nd Lien
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	03/08/2018

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 8, 2018, is made by ALPHA REVIEW CORPORATION, an Illinois corporation, GENEX SERVICES, LLC, a Pennsylvania limited liability company, TJ HOLDINGS, LLC, a Georgia limited liability company and OPTIONS & CHOICES, INC., a Wyoming corporation (individually, a “Grantor” and collectively, the “Grantors”), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of March 8, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), Double Eagle 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 Gem Acquisitions, Inc., a Delaware corporation (the “Company” and after giving effect to the Merger, the “Borrower”), immediately following the consummation of the Merger, the Lenders from time to time party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of March 8, 2018 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a Lien on and Security Interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

ALPHA REVIEW CORPORATION
GENEX SERVICES, LLC
OPTIONS & CHOICES, INC.

TJ HOLDINGS, LLC

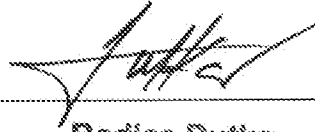
By:


Name: Victor Rainsford

Title: Executive Vice President, Treasurer and Chief
Financial Officer

ROYAL BANK OF CANADA
as the Agent

By: _____



Name:

Rodica Dutka

Title:

Manager, Agency

{Signature Page for Grant of Security Interest in Trademark Rights (Second Lien)}

TRADEMARK

REEL: 006287 FRAME: 0329

SCHEDULE A

U.S. Trademark Registrations and Applications

1. ALPHA REVIEW CORPORATION

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
SIGMA SOLUTION ELECTRONIC END TO END PROCESS	ALPHA REVIEW CORPORATION	77349928	12-DEC- 2007	3566686	27-JAN-2009

2. GENEX SERVICES, LLC

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
UNITY	GENEX SERVICES, LLC	86913308	19-FEB- 2016		
X	GENEX SERVICES, LLC	86727078	17-AUG- 2015	4979912	14-JUN-2016
GENEX	GENEX SERVICES, LLC	86727046	17-AUG- 2015	4974961	07-JUN-2016
AFFILIATE ALLIANCE	GENEX SERVICES, LLC	85912091	23-APR- 2013	4450773	17-DEC-2013
UR FAST TRACK	GENEX SERVICES, LLC	85680269	18-JUL-2012	4457394	31-DEC-2013
RISKID	GENEX SERVICES, LLC	85018277	20-APR- 2010	3886086	07-DEC-2010
INTRACORP	GENEX SERVICES, LLC	76521977	11-JUN- 2003	2962799	21-JUN-2005
CLAIMS TOOLBOX BOX	GENEX SERVICES, LLC	76129363	18-SEP-2000	2597116	23-JUL-2002
REFERRAL EXPERT	GENEX SERVICES, LLC	75769061	06-AUG- 1999	2420271	09-JAN-2001
ASSESSMENT REFERENCE TOOL	GENEX SERVICES, LLC	75506676	22-JUN- 1998	2267922	03-AUG-1999
CLINICAL GUIDELINES TOOL	GENEX SERVICES, LLC	75506677	22-JUN- 1998	2267923	03-AUG-1999

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
GENEX	GENEX SERVICES, LLC	74454409	29-OCT-1993	2042174	04-MAR-1997
INTRACORP PREFERRED CARE	GENEX SERVICES, LLC	73711174	16-FEB-1988	1552236	15-AUG-1989
INTRACORP	GENEX SERVICES, LLC	73424882	09-MAY-1983	1312563	01-JAN-1985

3. TJ HOLDINGS, LLC

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
TAPERRX	TJ HOLDINGS, LLC	86311732	17-JUN-2014	4815866	22-SEP-2015

4. OPTIONS & CHOICES, INC.

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
ADAINTERACT	OPTIONS & CHOICES, INC.	86410239	30-SEP-2014	4805417	01-SEP-2015
ADAINTERACT	OPTIONS & CHOICES, INC.	86394711	15-SEP-2014	4766024	30-JUN-2015
ILLUMINATE YOUR PEOPLE DATA	OPTIONS & CHOICES, INC.	85672839	10-JUL-2012	4448625	10-DEC-2013
OPTIS	OPTIONS & CHOICES, INC.	85672853	10-JUL-2012	4603929	16-SEP-2014
OPTIS	OPTIONS & CHOICES, INC.	85672824	10-JUL-2012	4603928	16-SEP-2014
Design Only	OPTIONS & CHOICES, INC.	85672885	10-JUL-2012	4365944	09-JUL-2013
OPTIS	OPTIONS & CHOICES, INC.	85560859	05-MAR-2012	4221792	09-OCT-2012
WEBOPTIS	OPTIONS & CHOICES, INC.	85560863	05-MAR-2012	4221794	09-OCT-2012
LEAVEXPERT	OPTIONS & CHOICES, INC.	85055480	04-JUN-2010	4119137	27-MAR-2012
OCI FASTTRACK	OPTIONS & CHOICES, INC.	77943358	24-FEB-2010	4096647	07-FEB-2012

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
WEBOPTIS	OPTIONS & CHOICES, INC.	76431372	15-JUL-2002	2755605	26-AUG-2003