

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARADIGM MANAGEMENT SERVICES, LLC		02/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PENNANTPARK INVESTMENT CORPORATION		
Street Address:	590 MADISON AVENUE		
Internal Address:	15TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4004355	PARADIGM OUTCOMES	
Registration Number:	3881862	CATASTROPHIC SPECIALTY NETWORKS	
Serial Number:	85499602	PARADIGM	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049111-0007		
NAME OF SUBMITTER:	KRISTIN J AZCONA		

OP \$90.00 4004355

Signature:	/KJA/
Date:	02/01/2012
Total Attachments: 6 source=Paradigm - Trademark Security Agreement#page1.tif source=Paradigm - Trademark Security Agreement#page2.tif source=Paradigm - Trademark Security Agreement#page3.tif source=Paradigm - Trademark Security Agreement#page4.tif source=Paradigm - Trademark Security Agreement#page5.tif source=Paradigm - Trademark Security Agreement#page6.tif	

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, (this "Trademark Security Agreement") dated as of February 1, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PennantPark Investment Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of February 1, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties and the Lenders from time to time party thereto and PennantPark Investment Corporation, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its registered Trademarks and Trademark applications including, without limitation, those referred to on Schedule 1 hereto, but excluding any United States "intent-to-use" Trademark applications to the extent that, and solely during

the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

PARADIGM MANAGEMENT SERVICES, LLC,
as Grantor

By: 
Name: Thomas Mastri
Title: Secretary

PACIFIC FINANCING CORP.,
as Grantor

By: _____
Name:
Title:

PARADIGM ACQUISITION CORP.,
as Grantor

By: 
Name: Thomas Mastri
Title: Secretary

PACIFIC ACQUISITION CORP.,
as Grantor

By: _____
Name:
Title:

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.

Very truly yours,

PARADIGM MANAGEMENT SERVICES, LLC,
as Grantor

By: _____
Name: Thomas Mastri
Title: Secretary

PACIFIC FINANCING CORP.,
as Grantor

By:  _____
Name: Timothy Kacani
Title: Treasurer

PARADIGM ACQUISITION CORP.,
as Grantor


By: _____
Name: Thomas Mastri
Title: Secretary

PACIFIC ACQUISITION CORP.,
as Grantor

By:  _____
Name: Timothy Kacani
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

PENNANTPARK INVESTMENT CORPORATION,
as Agent

By: 
Name: Arthur Penn
Title: CEO

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004709 FRAME: 0087

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Mark	Owner	Reg. No.	Reg. Date	Serial No.	Filing Date	Jurisdiction
PARADIGM OUTCOMES and Design	Paradigm Management Services, LLC	4,004,355	2-Aug-2011	77/903,102	30-Dec- 2009	U.S.
CATASTROPHI C SPECIALTY NETWORKS	Paradigm Management Services, LLC	3,881,862	23-Nov- 2010	77/903,098	30-Dec- 2009	U.S.

2. TRADEMARK APPLICATIONS

Mark	Owner	Reg. No.	Reg. Date	Serial No.	Filing Date	Jurisdiction
PARADIGM: MANAGED HEALTH CARE SERVICES	Paradigm Management Services, LLC	N/A	Pending	85/499,602	20-Dec-2011	U.S.

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