

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Paradigm Management Services, LLC		02/01/2012
	Pacific Financing Corp.		02/01/2012
	Paradigm Acquisition Corp		02/01/2012
	Pacific Acquisition Corp.		02/01/2012
			Entity Type
			LIMITED LIABILITY COMPANY: DELAWARE
			CORPORATION: DELAWARE
			CORPORATION: DELAWARE
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Serial Number:	85499602	PARADIGM
	Serial Number:	77903102	PARADIGM OUTCOMES
	Serial Number:	77903098	CATASTROPHIC SPECIALTY NETWORKS
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
Phone:	212-318-6257		
Email:	david.adams@thomsonreuters.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:	Amarily K. Barbosa		
Address Line 1:	75 East 55th Street		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10022		

OP \$90.00 85499602

TRADEMARK

NAME OF SUBMITTER:	Amarilys K Barbosa
Signature:	/david adams TR/
Date:	02/28/2012
Total Attachments: 7 source=20120228121757645#page1.tif source=20120228121757645#page2.tif source=20120228121757645#page3.tif source=20120228121757645#page4.tif source=20120228121757645#page5.tif source=20120228121757645#page6.tif source=20120228121757645#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Paradigm Management Services, LLC
 Pacific Financing Corp.
 Paradigm Acquisition Corp
 Pacific Acquisition Corp.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 1, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 500 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship USA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

85/499,602

B. Trademark Registration No.(s)

77/903,102
77/903,098

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Amarily K Barbosa

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6257

Fax Number: 212-319-4090

Email Address: amarilybarbosa@paulhastings.com

6. Total number of applications and registrations involved:

3


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 
 Signature

2/28/12
 Date

Amarily K Barbosa
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the 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, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

LEGAL_US_E# 96603417

TRADEMARK
REEL: 004725 FRAME: 0841


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 Matri
Title: Secretary


PACIFIC FINANCING CORP.,
as Grantor

By:  _____
Name: Timothy Kacani
Title: Treasurer

PARADIGM ACQUISITION CORP.,
as Grantor

By: _____
Name: Thomas Matri
Title: Secretary

PACIFIC ACQUISITION CORP.,
as Grantor

By:  _____
Name: Timothy Kacani
Title: Treasurer

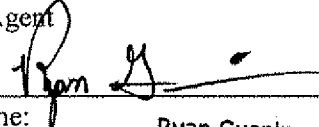
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

LEGAL_US_E# 96603417

TRADEMARK
REEL: 004725 FRAME: 0842

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Ryan Guenin
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

LEGAL_US_E # 96603417

TRADEMARK
REEL: 004725 FRAME: 0843

SCHEDULE I
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	4,004,35 5	2-Aug-2011	77/903,10 2	30-Dec-2009	U.S.
CATASTROPHIC SPECIALTY NETWORKS	Paradigm Management Services, LLC	3,881,86 2	23-Nov- 2010	77/903,09 8	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	85/499,60 2	20-Dec-2011	U.S.

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