

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
iParadigms, LLC		04/19/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
Property Type	Number	Word Mark	
Serial Number:	85792259		
Registration Number:	3106628		
Serial Number:	85689160	GRADE ANYWHERE	
Registration Number:	2923346	GRADEMARK	
Registration Number:	2842605	IP IPARADIGMS	
Registration Number:	3018444	ITHENTICATE	
Registration Number:	4133836	ORIGINALITYCHECK	
Registration Number:	3745282	PEERMARK	
Registration Number:	3705813	QUICKMARK	
Registration Number:	2812598	TURNITIN	
Registration Number:	3702630	WRITECYCLE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2129692900		

CH \$290.00 85792259

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-969-3000  
Email: trademark@proskauer.com  
Correspondent Name: Van Ann D. Bui  
Address Line 1: Proskauer Rose LLP  
Address Line 2: Eleven Times Square  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70097-004
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NAME OF SUBMITTER:	Van Ann D. Bui
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Signature:	/Van Ann D. Bui/
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Date:	04/19/2013
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**, dated as of April 19, 2013 (this “Agreement”), among iParadigms, LLC (the “Grantor”) and General Electric Capital Corporation, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of April 19, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among iParadigms Holdings LLC, a Delaware limited liability company (“Holdings”), iParadigms, LLC, a California limited liability company (the “Borrower”), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto and the Administrative 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 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement 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 Administrative 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 and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the “Trademark Collateral”). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the 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 Administrative 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.

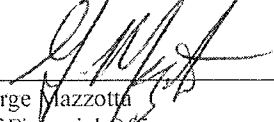
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of

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.

*[Remainder of Page Intentionally Left Blank]*

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

iPARADIGMS, LLC, as Grantor

By   
Name: George Mazzotta  
Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Administrative Agent,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK SECURITY AGREEMENT


**TRADEMARK**  
**REEL: 005010 FRAME: 0572**

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

**iPARADIGMS, LLC**, as Grantor



By \_\_\_\_\_  
Name: George Mazzotta  
Title: Chief Financial Officer

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Administrative Agent

By:  \_\_\_\_\_  
Name:  
Title:  
**Lofton D. Spencer**  
**Duly Authorized Signatory**

## Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
Design Only 	U.S. Federal	85792259	30-Nov-2012			Pending	iParadigms, LLC
Design Only 	U.S. Federal	78662267	30-Jun-2005	3106628	20-Jun-2006	Registered	iParadigms, LLC
GRADE ANYWHERE	U.S. Federal	85689160	27-Jul-2012			Pending	iParadigms, LLC
GRADEMARK	U.S. Federal	78363426	05-Feb-2004	2923346	01-Feb-2005	Registered	iParadigms, LLC
IP IPARADIGMS	U.S. Federal	76510216	28-Apr-2003	2842605	18-May-2004	Registered	iParadigms, LLC
ITHENTICATE	U.S. Federal	78220470	28-Feb-2003	3018444	22-Nov-2005	Registered	iParadigms, LLC
ORIGINALITYCHECK	U.S. Federal	85053190	02-Jun-2010	4133836	01-May-2012	Registered	iParadigms, LLC
PEERMARK	U.S. Federal	77577256	23-Sep-2008	3745282	02-Feb-2010	Registered	iParadigms, LLC
QUICKMARK	U.S. Federal	77192569	29-May-2007	3705813	03-Nov-2009	Registered	iParadigms, LLC
TURNITIN	U.S. Federal	76494301	03-Mar-2003	2812598	10-Feb-2004	Registered	iParadigms, LLC

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
WRITECYCLE	U.S. Federal	77460102	28-Apr-2008	3702630	27-Oct-2009	Registered	iParadigms, LLC