

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Payroll Associates, LLC		05/08/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TPG Specialty Lending, Inc., as Collateral Agent
<b>Street Address:</b>	301 Commerce Street, Suite 3300
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76102
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2931436	EASYCHOICE
Registration Number:	3137499	ONLINE EMPLOYER
Registration Number:	3313782	PAYCHOICE
Registration Number:	2307476	PAYCHOICE
Registration Number:	3913059	PAYCHOICE ENCORE
Registration Number:	2800158	PAYCHOICE ONLINE
Registration Number:	2291782	PAYROLL ASSOCIATES
Registration Number:	3327111	SILVERLINE
Registration Number:	2313983	THE PAYCHOICE CONNECTION

**CORRESPONDENCE DATA**

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

**TRADEMARK**  
**REEL: 005024 FRAME: 0775**

**900254814**

**OP \$240.00 2931436**

Correspondent Name: Robin Riley  
Address Line 1: 75 East 55th Street  
Address Line 2: Paul Hastings LLP  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin Riley
Signature:	/daniel cote thomsonreuters/
Date:	05/10/2013

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 8th day of May, 2013, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and TPG SPECIALTY LENDING, INC., as collateral agent for the Secured Parties, (together with its successors and assigns in such capacity, the “**Collateral Agent**”). Capitalized terms used but not defined herein shall have the meaning assigned in the Pledge and Security Agreement dated as of May 8, 2013 (as amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), among the PAI Services, LLC, PAI Group, Inc. (“**Holdings**”), the other Subsidiaries of Holdings party thereto and the Collateral Agent.

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.**

Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Licenses, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Property.

2. **SECURITY FOR SECURED OBLIGATIONS.**

This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

3. **SECURITY AGREEMENT.**

The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any

inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**PAYROLL ASSOCIATES, LLC, as Grantor**

By: 

Name: Robert Digby

Title: Chief Executive Officer

[PayChoice - Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005024 FRAME: 0779**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Payroll Associates, LLC	United States of America	EASYCHOICE	2931436	March 8, 2005
Payroll Associates, LLC	United States of America	ONLINE EMPLOYER	3137499	September 5, 2006
Payroll Associates, LLC	United States of America	PAYCHOICE	3313782	October 16, 2007
Payroll Associates, LLC	United States of America	PAYCHOICE	2307476	January 11, 2000
Payroll Associates, LLC	United States of America	PAYCHOICE ENCORE	3913059	February 1, 2011
Payroll Associates, LLC	United States of America	PAYCHOICE ONLINE	2800158	December 30, 2003
Payroll Associates, LLC	United States of America	PAYROLL ASSOCIATES	2291782	November 9, 1999
Payroll Associates, LLC	United States of America	SILVERLINE	3327111	October 30, 2007
Payroll Associates, LLC	United States of America	THE PAYCHOICE CONNECTION	2313983	February 1, 2000

**Trade Names**

PayChoice.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.