

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM312855

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name            | Formerly | Execution Date | Entity Type                              |
|-----------------|----------|----------------|--|
| IPARADIGMS, LLC |          | 07/31/2014     | LIMITED LIABILITY<br>COMPANY: CALIFORNIA |

## RECEIVING PARTY DATA

|                        |                                       |
|------------------------|---------------------------------------|
| <b>Name:</b>           | CREDIT SUISSE AG, AS COLLATERAL AGENT |
| <b>Street Address:</b> | 11 MADISON AVENUE                     |
| <b>City:</b>           | NEW YORK                              |
| <b>State/Country:</b>  | NEW YORK                              |
| <b>Postal Code:</b>    | 10010                                 |
| <b>Entity Type:</b>    | CORPORATION: SWITZERLAND              |

## PROPERTY NUMBERS Total: 11

| Property Type        | Number  | Word Mark        |
|----------------------|---------|------------------|
| Registration Number: | 4409721 | 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: | 3106628 |                  |
| Registration Number: | 4379321 |                  |
| Registration Number: | 3702630 | WRITECYCLE       |

## 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.*

Email: NTAHAH@MILBANK.COM

Correspondent Name: NANGAH TABAH

Address Line 1: ONE CHASE MANHATTAN PLAZA

Address Line 2: MILBANK. TWEED, HADLEY &amp; MCCLOY LLP

Address Line 4: NEW YORK, NEW YORK 10005

TRADEMARK

900297218

REEL: 005336 FRAME: 0369

CH \$290.00 4409721

|  |                         |
|--|-------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b>   | 28302-61400             |
| <b>NAME OF SUBMITTER:</b>  | NANGAH TABAH            |
| <b>SIGNATURE:</b>  | /Nangah Tabah # 71,824/ |
| <b>DATE SIGNED:</b>  | 08/04/2014              |
| <b>Total Attachments: 5</b><br>source=Palladian - First Lien Trademark Security Agreement (Executed)#page1.tif<br>source=Palladian - First Lien Trademark Security Agreement (Executed)#page2.tif<br>source=Palladian - First Lien Trademark Security Agreement (Executed)#page3.tif<br>source=Palladian - First Lien Trademark Security Agreement (Executed)#page4.tif<br>source=Palladian - First Lien Trademark Security Agreement (Executed)#page5.tif |                         |

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated July 31, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Credit Suisse AG, as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

Reference is made to (i) the First Lien Credit Agreement, dated as of July 31, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among Palladian Merger Sub, LLC, a Delaware limited liability company, as the initial borrower (“**Merger Sub**”), which on the Closing Date was merged with and into iParadigms Holdings LLC, a Delaware limited liability company (the “**Borrower**”), Palladian Holdings, Inc., a Delaware corporation (“**Holdings**”), Credit Suisse AG as administrative agent (in such capacity, including any successor thereto, the “**Administrative Agent**”) and as Collateral Agent under the Loan Documents, and each lender from time to time party thereto, (ii) each Secured Hedge Agreement, and (iii) each Secured Cash Management Services Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the L/C Issuers have agreed to issue Letters of Credit subject to the terms and conditions set forth in the Credit Agreement, one or more Hedge Banks may from time to time agree to enter into and/or maintain one or more Secured Hedge Agreements and one or more Cash Management Banks may from time to time agree to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or Secured Cash Management Services Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the L/C Issuers to issue letters of credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain First Lien Security Agreement dated July 31, 2014, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Release of Security. The Collateral Agent shall, promptly upon the reasonable request of the Grantors upon termination of the Security Agreement in accordance with Section 7.12 thereof, deliver to the Grantors (at such Grantors' sole cost and expense) a fully executed and recordable release of the security interest granted herein.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto in different 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including in .pdf format) means shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 7. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 8. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

IPARADIGMS, LLC, as Grantor


By:




Name: Christopher Caren

Title: Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent and Grantee

By:   
Name: BILL O'DALY  
Title: AUTHORIZED SIGNATORY

By:   
Name: VIPUL DHADDA  
Title: AUTHORIZED SIGNATORY

SCHEDULE A

| <u>MARK</u>                       | <u>SERIAL/REG. NO.</u> | <u>APP./REG. DATE</u> |
|-----------------------------------|------------------------|-----------------------|
| GRADE ANYWHERE                    | 4,409,721              | 10/1/2013             |
| GRADEMARK                         | 2,923,346              | 2/1/2005              |
| IPARADIGMS (STYLIZED<br>& DESIGN) | 2,842,605              | 5/18/2004             |
| ITHENTICATE                       | 3,018,444              | 11/22/2005            |
| ORIGINALITYCHECK                  | 4,133,836              | 5/1/2012              |
| PEERMARK                          | 3,745,282              | 2/2/2010              |
| QUICKMARK                         | 3,705,813              | 11/3/2009             |
| TURNITIN                          | 2,812,598              | 2/10/2004             |
| TURNITIN Logo                     | 3,106,628              | 6/20/2006             |
| TURNITIN Logo                     | 4,379,321              | 4/5/2013              |
| WRITECYCLE                        | 3,702,630              | 10/27/2009            |