

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312858

<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 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: NTABAH@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

<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: 6</b> source=Palladian - Second Lien Trademark Security Agreement (Executed)#page1.tif source=Palladian - Second Lien Trademark Security Agreement (Executed)#page2.tif source=Palladian - Second Lien Trademark Security Agreement (Executed)#page3.tif source=Palladian - Second Lien Trademark Security Agreement (Executed)#page4.tif source=Palladian - Second Lien Trademark Security Agreement (Executed)#page5.tif source=Palladian - Second Lien Trademark Security Agreement (Executed)#page6.tif	

Reference is made to the Intercreditor Agreement dated as of July 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”), among the Borrower, Holdings, the subsidiaries of Holdings from time to time party thereto, Credit Suisse AG, as Initial First Priority Representative (as defined therein), Credit Suisse AG, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Agreement and the credit agreement to which this Agreement relates (the “*Debt Agreement*”) regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the following order of priorities shall apply: (a) the Intercreditor Agreement, (b) the Debt Agreement and (c) this Agreement.

### **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 Second 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, 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 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 Second 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 & 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