# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM343317

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Paradigm Management Services, LLC		06/02/2015	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, Cayman Islands Branch as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4004355	PARADIGM OUTCOMES
Registration Number:	3881862	CATASTROPHIC SPECIALTY NETWORKS
Registration Number:	4274378	PARADIGM
Serial Number:	86361693	EDDG

# CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Phone: 212 819-8200

Email: iprecordations@whitecase.com

**Correspondent Name:** Matthew Campion/White & Case LLP

Address Line 1: 1155 Avenue of the Americas Address Line 2: Patent & Trademark Dept. Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111002-0205-9874
NAME OF SUBMITTER:	Matthew Campion
SIGNATURE:	/Matthew Campion/
DATE SIGNED:	06/03/2015

**Total Attachments: 5** 

TRADEMARK REEL: 005543 FRAME: 0619

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TRADEMARK REEL: 005543 FRAME: 0620

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2015, made by PARADIGM MANAGEMENT SERVICES, LLC, a Delaware limited liability company (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 2, 2015 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, Collateral Agent and L/C Issuer and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 2, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Trademarks</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "<u>Trademark Collateral</u>"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. <u>Security Agreement</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm 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. 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 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

TRADEMARK REEL: 005543 FRAME: 0621 SECTION 5. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. <u>Governing Law.</u> This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[signature page follows]

TRADEMARK REEL: 005543 FRAME: 0622 IN WITNESS WHEREOF, the 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.

PARADIGM MANAGEMENT SERVICES, LLC, as Grantor

By:

Name:Thomas Mastri

Title: Chief Financial Officer & Chief Administrative Officer

[Trademark Security Agreement]

# Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

as Collateral Agent

By: Name: Vipul Dhadda

Name: Vipul Dhadda
Title: Authorized Signatory

By:

Name: Sean MacGregor

Title: Authorized Signatory

[Trademark Security Agreement]

# **SCHEDULE I**

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# **UNITED STATES TRADEMARKS:**

Applications -

Loan Party - Owner	Trademark	Application Number	Publication Date
Paradigm Management Services, LLC	EDDG	86361693	January 6, 2015

Registrations-

Loan Party – Owner	Trademark	Registration Number	Registration Date
Paradigm Management Services, LLC	PARADIGM OUTCOMES and Design	4,004,355	2-Aug-2011
Paradigm Management Services, LLC	CATASTROPHIC SPECIALTY NETWORKS	3,881,862	23-Nov-2010
Paradigm Management Services, LLC	PARADIGM	4,274,378	15-Jan-2015

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RECORDED: 06/03/2015 REEL: 005543 FRAME: 0625