

05-28-2002

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U.S. DEPARTMENT OF  
COMMERCE  
U.S. Patent and Trademark Office

102103986

To the Honorable Commissioner of Patents and Trademarks. Please return enclosed original documents or copy thereof.

1. Name of conveying party(ies):  
APERTURE CREDENTIALING, INC.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State OF DELAWARE  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: PNC BANK, NATIONAL ASSOCIATION DBA VENTUREBANK@PNC  
Internal Address: COMMERCIAL LOAN SERVICE CENTER/DCC

Street Address: 500 FIRST AVENUE  
City: PITTSBURGH State: PA Zip: 15219

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other NATIONAL ASSOCIATION

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment) Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance: 5-21-02  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Rider to Security Agreement - Trademarks

Execution Date: MARCH 13, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/076860  
75/737545  
76/365490

B. Trademark Registration No.(s)  
2529780  
2495987  
2448719  
2480604

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed.  
Name: Mark R. Leslie, Esq.  
Internal Address: Kirkpatrick & Lockhart LLP  
Henry W. Oliver Building  
Street Address: 535 Smithfield Street  
City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and registrations involved:..... 7

7. Total fee (37 CFR 3.41).....\$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
11-1110  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Mark R. Leslie  
Name of Person Signing

Mark R. Leslie  
Signature

May 21, 2002  
Date

05/24/2002 DBYRNE 00000176 76076860 Total number of pages including cover sheet, attachments, and document: 12

01 FC:481  
02 FC:482 40.00 OP  
150.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## RIDER TO SECURITY AGREEMENT – TRADEMARKS

**THIS RIDER TO SECURITY AGREEMENT - TRADEMARKS** (this “Rider”) is executed as of March 13, 2002, by and between **APERTURE CREDENTIALING, INC.**, a Delaware corporation (the “Grantor”), with an address at 301 N. Hurstbourne Parkway, Suite 200, Louisville, Kentucky 40222, and **PNC BANK, NATIONAL ASSOCIATION D.B.A. VENTUREBANK@PNC** (the “Bank”), with an address at Commercial Loan Service Center/DCC, 500 First Avenue, Pittsburgh, PA 15219. This Rider is incorporated into and made part of that certain Security Agreement by and between the Grantor and the Bank of even date herewith (as the same may be modified, amended or restated, the “Security Agreement”).

*Initially capitalized terms used and not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement.*

As collateral security for the Obligations, the Grantor has agreed to grant to the Bank a security interest in the Trademark Collateral (as hereinafter defined). The Bank desires to have its lien and security interest in such Trademark Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office and in any office that may be established for the purpose of recording domain name transfers and security interests therein.

**NOW, THEREFORE**, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest**. In consideration of and pursuant to the terms of the Loan Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign for security and grant to the Bank for security a lien and security interest in (a) all of the Grantor’s right, title and interest in and to (i) the United States trademarks, together with all the goodwill of the Grantor associated with and represented thereby, along with all domain name registrations, as set forth on Schedule A to this Rider, and any future domain name registrations and trademarks (whether or not common law trademarks or registered trademarks), (all hereinafter referred to collectively as the “**Trademarks**”); (ii) the applications for United States trademarks set forth on Schedule A to this Rider and any domain names and United States trademarks which may be registered as a result of any said applications as well as any future trademark applications, (hereinafter referred to collectively as the “**Applications**”); (iii) all future royalties or other fees paid or other type of payment or payments made or to be made to the Grantor in respect of the Trademarks (hereinafter referred to collectively as the “**Royalties**”); and (iv) proceeds of any and all of the foregoing (the Trademarks, Applications and Royalties and such proceeds being herein referred to collectively as the “**Trademark Rights**”); and (v) the other assets of the Grantor sufficient to continue operation of the business as it has been operated for the past twelve (12) consecutive months; and (b) all rights, interest, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of

the Trademark Rights (such rights, interests, claims and demands being herein called the "Claims") (the Trademark Rights and Claims collectively referred to as the "Trademark Collateral").

2. **Representations and Warranties.** The Grantor represents and warrants to the Bank that: (a) Schedule A to this Rider (as amended or supplemented from time to time) sets forth a true and complete list of all Trademarks and Applications owned by the Grantor; (b) that Schedule A to this Rider comprises all Trademarks necessary for the Grantor to continue operating its business as it has been operated for the past twelve (12) consecutive months; (c) the Grantor is the true and lawful exclusive owner of the Trademark Rights set forth on Schedule A to this Rider, including all rights and interest herein granted; (d) the Trademarks are valid, subsisting, unexpired and enforceable, the Applications are subsisting and unexpired, and the Applications are not abandoned, and title for the Trademarks and the Applications is owned by and in the name of the Grantor, and the Trademarks and Applications have not been abandoned and do not infringe on the intellectual property rights of any other person; (e) the Grantor has full corporate power and authority to execute and deliver this Rider and perform its terms; (f) except as previously disclosed in writing by the Grantor to the Bank, the Grantor has no notice of any suits or actions commenced or threatened against the Grantor, knowledge that the Grantor is infringing any third party's rights, or notice of claims asserted or threatened against it, with reference to any of the Trademark Rights or the interests granted hereby, including, without limitation, any claim, suit, objection or action alleging or asserting that a Trademark Right is not valid or enforceable, and the Grantor has no knowledge of a factual basis for any such claim, suit or action; (g) to the best of the Grantor's knowledge, no third party is infringing upon any of the Trademark Rights; (h), except as disclosed in or permitted under the Loan Documents, the Trademark Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character; (h) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as permitted by 15 U.S.C. §1051-1127 in connection with its use of the registered Trademarks; and (i) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in all of the products that are produced, leased or sold under the Trademarks and hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations that produce, lease, sell, or store products leased or sold under the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with this paragraph 2(h).

3. **Covenants.** The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, (i) the Grantor will not enter into any agreement with respect to the Trademark Collateral, including without limitation, license agreements, without the Bank's prior written consent except non-exclusive license agreements entered into in the ordinary course of business and consistent with past practice, and (ii) the Grantor will not (and will not permit any of its licensees to) do any act, or omit to do any act whereby any Trademark Right may become forfeited, abandoned, weakened or dedicated to the public, or which would adversely affect the validity, grant or enforceability of the security interest granted herein or in the Security Agreement; and (b) if the Grantor acquires rights to any new Trademark Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A to this Rider.

4. **Maintenance of Trademark Collateral.** The Grantor further covenants that until all of the Obligations have been satisfied in full, it will maintain the Trademark Collateral in full force and effect, by including, without limitation, renewing all Trademark Collateral when renewals are due, and filing such other documents as are necessary to keep in force the rights in the Trademark Collateral, and defend and protect the Trademark Collateral from misuse or infringement by third parties.

5. **Negative Pledge.** The Grantor shall not sell, assign or further encumber its rights and interest in the Trademark Collateral without the prior written consent of the Bank, which consent shall not be unreasonably withheld or delayed.

6. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, following the occurrence of or while an Event of Default exists, the Bank, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademark Collateral covered hereby, including, but not limited to, the Bank's exercising on behalf of the Grantor the power of attorney given below, and preparing and executing transfer of title documents from the Grantor to the Bank, as the Bank deems appropriate, for any and all of the Trademark Collateral owned by the Grantor, whereupon the Bank may then record any such documents in the public offices responsible for recording transfers of title to the Trademark Collateral, as provided in Section 6(c) hereof.

(b) In addition, following the occurrence of or while an Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power (i) to endorse the Grantor's name on all applications, assignments, powers of attorney, documents, papers and instruments necessary for the Bank to use, register and maintain in effect the Trademark Collateral or as necessary for the Bank to assign, pledge, convey or transfer good title to the Bank in, along with the goodwill of the business symbolized by the Trademark Collateral, or to dispose of to anyone else, the Trademark Collateral, or (ii) to grant or issue any license under the Trademark Collateral to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for any action taken constituting the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the term of this Rider and the other Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that the Bank will record this Rider with the United States Patent and Trademark Office in Washington, DC. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably require to permanently assign all rights in the Trademark Collateral, which documents shall be held by the Bank, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Documents including, without limitation, the Trademark

Assignment attached hereto. After such occurrence, the Bank may, in its sole option, record such escrowed documents with the Patent and Trademark Office.

7. **Prosecution of Trademark Applications.**

(a) The Grantor shall, at its own expense, diligently file and prosecute in the United States Patent and Trademark Office all trademark applications relating to the Trademark Collateral, including new trademarks as they are developed by the Grantor, and shall pay or cause to be paid in their customary fashion all filing fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Trademark without the prior written consent of the Bank. The Grantor shall not abandon or cease to commercially use any of the Trademark Collateral that it currently uses in its business without the prior written consent of the Bank.

(b) The Bank shall have the right to bring suit in the name of the Grantor to enforce the Trademark Collateral, in which case the Bank may, following the occurrence of an Event of Default or while an Event of Default exists or, if the Bank deems it necessary, before the occurrence of an Event of Default, be joined as a nominal party to such suit if the Bank shall have been reasonably satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Bank for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Bank pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Trademark Rights during the term of this Rider.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistency with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Security Agreement. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations, the Bank shall immediately execute and deliver to the Grantor all documents prepared at the cost and expense of the Grantor that are reasonably necessary to terminate the Bank's security interest in the Trademark Collateral and deliver to Grantor from escrow the original Trademark Assignment and any other escrowed documents.

11. **Fees and Expenses.** Subject to the provisions of Section 9 of the Loan Agreement, any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the legalization, filing or recording fees of any documents (including all taxes in connection

therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

12. **Additional Remedies.** Following the occurrence of an Event of Default or while an Event of Default exists, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's reasonable expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including government filing fees and reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Trademark Collateral.

13. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAW RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, which may be delivered by facsimile, but all such copies shall constitute one and the same instrument.

[Signature Page to Follow]

WITNESS the due execution of this Rider to Security Agreement – Trademarks hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

**ATTEST:**

**APERTURE CREDENTIALING, INC.**

By: *Ruth N. Wallace*

By: *Robert J. Bunker* (SEAL)

Print Name: Ruth N. Wallace

Print Name: Robert J. Bunker

Title: Chief Financial Officer

Title: Chairman & Chief Executive Officer

**PNC BANK, NATIONAL  
ASSOCIATION d.b.a.  
VENTUREBANK@PNC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS the due execution of this Rider to Security Agreement – Trademarks hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

**ATTEST:**

**APERTURE CREDENTIALING, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**PNC BANK, NATIONAL  
ASSOCIATION d.b.a.  
VENTUREBANK@PNC**

By: Luke G. McElhinny

Print Name: LUKE G. McElhinny

Title: Commercial Banking Officer



STATE OF Kentucky )  
 )  
COUNTY OF Jefferson ) SS:

On March 3, 2002, before me, a Notary Public, personally appeared Robert J. Bunker, who acknowledged himself/herself to be an authorized officer of Aperture Credentialing, Inc., a Delaware corporation, and that as such he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen Ballard  
Notary Public

My commission expires: 4-20-2003

(Notarial Seal)

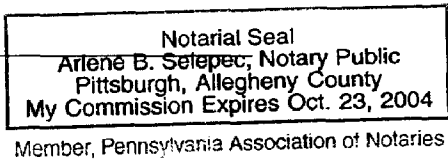
STATE OF Pennsylvania )  
 )  
COUNTY OF Allegheny ) SS:

On March 11, 2002, before me, a Notary Public, personally appeared LUKE G. McELHINNY, who acknowledged himself/herself to be an authorized officer of PNC Bank, National Association d.b.a. VentureBank@PNC, a Delaware corporation, and that as such he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Arlene B. Selepec  
Notary Public

My commission expires:



(Notarial Seal)

**Schedule A to Rider to Security Agreement - Trademarks**

U.S. Trademark	Registered (Y/N)	Application or Registration No.	Registration or Filing Date
KNOWYOURDOC.COM	Yes	2,529,780	01/15/2002
DESIGN ONLY (APERTURE Logo)	Yes	2,495,987	10/09/2001
APERTURE	No	76-076,860	06/26/2000
APP-ONE	No	75-737,545	06/25/1999
AFTER TODAY, YOU MAY NEVER SEE PROVIDER-DATA MANAGEMENT THE SAME WAY AGAIN.	Yes	2,448,719	05/08/2001
APP-ONE THE UNIVERSAL APPLICATION and Design	Yes	2,480,604	08/21/2001
CVOne	Yes	76-365,490	01/31/02
Aperture Credentialing, Inc.	No – Common law use	--	--
Aperture Provider Subscription (APSJ)	No – Common law use	--	--
Advantage	No – Common law use	--	--
One Time. On Time. Every Time. Guaranteed.	No – Common law use	--	--
Aperture Network Builder	No – Common law use	--	--
Aperture Gold	No – Common law use	--	--
Aperture Delegated Audits	No – Common law use	--	--
Access Aperture Internet Service	No – Common law use	--	--
Aperture Primary Source Verification	No – Common law use	--	--

Non-U.S. Trademark	Country	Registered (Y/N)	Application or Registration No.	Registration or Filing Date

Domain Name	Registrar	Registration Date	Registrant
aperture-cvo.com	Network Solutions, Inc.	11/25/1996	Aperture
knowyourdoctx.com	Network Solutions, Inc.	11/03/1999	Aperture
knowyourdocny.com	Network Solutions, Inc.	11/03/1999	Aperture
knowyourdocfl.com	Network Solutions, Inc.	11/03/1999	Aperture
knowyourdoc.net	Dotster, Inc.	05/06/1999	Aperture
knowyourdoc.org	Dotster, Inc.	05/06/1999	Aperture
knowyourdoc.com	Dotster, Inc.	05/06/1999	Aperture
app-one.com	Dotster, Inc.	05/25/1999	Aperture
app-one.org	Dotster, Inc.	05/25/1999	Aperture
app-one.net	Dotster, Inc.	05/25/1999	Aperture
cvone.com	Dotster, Inc.	04/29/1999	Aperture
cvone.net	Dotster, Inc.	05/11/1999	Aperture
cvone.org	Dotster, Inc.	05/11/1999	Aperture

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re : Aperature Credentialing, Inc.

For Applications/Registrations: 76/076,860; 75/737,545; 76/365,490; 2,529,780; 2,495,987; 2,448,719; 2,480,604

**Box: Assignment**  
**Commissioner of Patents and Trademarks**  
**Washington, DC 20231**

## EXPRESS MAIL CERTIFICATE

"Express Mail" label number EF155271354US

Date of Deposit May 21, 2002

I hereby certify that the following attached paper or fee

PTO FORM-1594  
 RIDER TO SECURITY AGREEMENT-TRADEMARKS WITH ATTACHED SCHEDULE A  
 CHECK PAYABLE TO THE PTO

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, DC 20231.

Patricia A. Mack  
 (Typed or printed name of person mailing paper or fee)  
Patricia A. Mack  
 (Signature of person mailing paper or fee)

**NOTE:** Each paper must have its own certificate and the "Express Mail" label number as a part thereof or attached thereto. When, as here, the certification is presented on a separate sheet, that sheet must (1) be signed and (2) fully identify and be securely attached to the paper or fee it accompanies. Identification should include the serial number and filing date of the application as well as the type of paper being filed, e.g. complete application, specification and drawings, responses to rejection or refusal, notice of appeal, etc. If the serial number of the application is not known, the identification should include at least the name of the inventor(s) and the title of the invention.

**NOTE:** The label number need not be placed in each page. It should, however, be placed on the first page of each separate document, such as, a new application, amendment, assignment, and transmittal letter for a fee, along with the certificate of mailing by "Express Mail." Although the label number may be on checks, such a practice is not required. In order not to deface formal drawings it is suggested that the label number be placed on the back of each formal drawing or the drawings be accompanied by a set of informal drawings on which the label number is placed.

**(Express Mail Certificate [8-3])**