

04-14-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨



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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 4-12-04
Vertafore, Inc. (formerly known as
AMS Services, Inc.)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other All Delaware corporations

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☒ Other 2nd Lien TM Security Agreement

Execution Date: March 30, 2004

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston

Internal

Address: _____

Street Address: 11 Madison AvenueCity: New York State: NY Zip: 10011

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Agent Bank

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
SEE ATTACHEDB. Trademark Registration No.(s) SEE ATTACHEDAdditional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anna Reinhardt, Esq.Internal Address: c/o Latham & WatkinsStreet Address: 633 West Fifth StreetSuite 4000City: Los Angeles State: CA Zip: 90071-20076. Total number of applications and registrations involved: 297. Total fee (37 CFR 3.41).....\$ 740.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Rachel Pinto, Trademark Paralegal

Name of Person Signing

Signature

April 1, 2004

Date

Total number of pages including cover sheet, attachments, and document: 18

04/13/2004 6TON11 00000065 78311507

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8521
02 FC:852240.00 DP
700.00 DPTRADEMARK
REEL: 002947 FRAME: 0554

Item 1. – Conveying Parties – Additional Names

Rating Services, Inc.

Allenbrook, Inc.

Insurance Reference Services, Inc.

Insurance Rating Systems

AMS Rackley, Inc.

AMS Insurance Services, Inc.

Item 4. A -- Trademark Application Numbers

1. Serial #:78311507 Mark:"AFW"
2. Serial #:78288072 Mark:"AMS (Stylized)"
3. Serial #:78220541 Mark:"AMS 360"
4. Serial #:78220776 Mark:"AMS 360 & DESIGN)"
5. Serial #:78389963 Mark:"AMS RACKLEY & DESIGN"
6. Serial #:78181,960 Mark:"FORMSWORKS & DESIGN"
7. Serial #:78220543 Mark:"INNOVATION@WORK"
8. Serial #:78220737 Mark:"INNOVATION@WORK & DESIGN"
9. Serial #:78360229 Mark:"PS4 PLUS & DESIGN"
10. Serial #:78224746 Mark:"QUOTEWORKS & DESIGN"
11. Serial #:78311305 Mark:"SAGITTA"
12. Serial #:78389887 Mark:"SERVICE 24/7 ALWAYS OPEN! & DESIGN"
13. Serial #:78353527 Mark:"SUMNITY"
14. Serial #:78220539 Mark:"TRANSACTNOW"
15. Serial #:78220700 Mark:"TRANSACTNOW & DESIGN"
16. Serial #:78220715 Mark:"TRANSACTNOW PRACTICAL INTERFACE WORKFLOW & DESIGN"
17. Serial #:78353535 Mark:"VERTAFORE"

Item 4. B -- Trademark Registration Numbers

18. Registration #:1862840 Mark:"AMS & DESIGN"
19. Registration #:2786478 Mark:"FORMWORKS"
20. Registration #:2682015 Mark:"NETRATER"
21. Registration #:2708575 Mark:"NETRATER & DESIGN"
22. Registration #:1638945 Mark:"PS4 & DESIGN"
23. Registration #:2687608 Mark:"QUOTENETWORKS"
24. Registration #:2642244 Mark:"QUOTENETWORKS & DESIGN"
25. Registration #:2428335 Mark:"RACKLEY SYSTEMS, INC. & DESIGN"
26. Registration #:2747084 Mark:"SAGE"
27. Registration #:2728855 Mark:"SILVERPLUME"
28. Registration #:2728857 Mark:"SILVERPLUME & DESIGN"
29. Registration #:2773181 Mark:"TURNING INFORMATION INTO ANSWERS"

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of March 30, 2004, among each of the undersigned (each a "**Debtor**" and collectively, the "**Debtors**") and Credit Suisse First Boston ("**CSFB**"), acting in its capacity as Collateral Agent for the benefit of itself and the lenders party from time to time to the Second Lien Credit Agreement (as defined herein) (the "**Collateral Agent**").

The Debtors and the Collateral Agent hereby agree as follows:

SECTION 1. **Definitions; Interpretation.**

(a) **Terms Defined in Second Lien Credit Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Second Lien Credit Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Company**" means AMS Services, Inc., a Delaware corporation.

"**Second Lien Credit Agreement**" means that certain Second Lien Credit Agreement, dated as of the date hereof, among the Company, the Lenders and CSFB, as Administrative Agent, Collateral Agent and Syndication Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

"**PTO**" means the United States Patent and Trademark Office.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by any Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Second Lien Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, each of the Debtors hereby grants to the Collateral Agent, for the benefit of itself and the Lenders, a security interest in, and a mortgage upon, all of such Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including such marks, names and applications as described in Schedule A, but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by such Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of such Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Each of the Debtors agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Second Lien Credit Agreement and Second Lien Pledge and Security Agreement.

This Agreement has been entered into in conjunction with the security interests granted to the Collateral Agent under the Second Lien Credit Agreement, the Second Lien Pledge and Security Agreement or other Collateral Documents referred to therein. The rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Credit Agreement, the Second Lien Pledge and Security Agreement or any other Collateral Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Each of the Debtors represents and warrants to the Collateral Agent that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by such Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts.

On a continuing basis, each of the Debtors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Debtor's compliance with this Agreement and the other Collateral Documents or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder or under the other Collateral Documents with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Collateral Agent may record this Agreement, an abstract thereof, or any other document describing the Collateral Agent's interest in the Collateral with the PTO, at the expense of the Debtors. In addition, each of the Debtors authorizes the Collateral Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Collateral Agent. If any Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, such Debtor shall immediately notify the Collateral Agent in a writing signed by such Debtor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement or the other Collateral Documents, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

SECTION 6. Authorization to Supplement.

If any Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Such Debtor 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 such Debtor's obligations under this Section 6, such Debtor authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify or amend Schedule A 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 A.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtors, the Collateral Agent and their respective successors and assigns. No Debtor may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Second Lien Credit Agreement.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

SECTION 9. Entire Agreement; Amendment.

This Agreement, the Second Lien Credit Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Subject to Section 15 hereof, neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Second Lien Credit Agreement. Notwithstanding the foregoing, the Collateral Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto solely as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Second Lien Credit Agreement or any other Collateral Document, the provision giving the Collateral Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Collateral Agent under the Second Lien Credit Agreement or the Second Lien Pledge and Security Agreement.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a

manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination.

Upon payment and performance in full of all Obligations in immediately available funds and the termination of all Commitments, the security interests created by this Agreement shall terminate and the Collateral Agent (at the Debtors' expense) shall promptly execute and deliver to the Debtors such documents and instruments reasonably requested by the Debtors as shall be reasonably necessary to evidence termination of all such security interests given by any Debtor to the Collateral Agent hereunder, including cancellation of this Agreement by written notice from the Collateral Agent to the PTO.

SECTION 12. No Inconsistent Requirements.

Each of the Debtors acknowledges that this Agreement and the other Loan Documents, documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each of the Debtors agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Second Lien Credit Agreement.

SECTION 15. Second Lien.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 30, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among the Company, Credit Suisse First Boston, as


First Lien Collateral Agent, Credit Suisse First Boston, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

"DEBTORS":

**VERTAFORE, INC. (FORMERLY KNOWN AS
AMS SERVICES, INC.)**

By: 
Name: Euan Menzies
Title: CEO

RATING SERVICES, INC.

By: _____

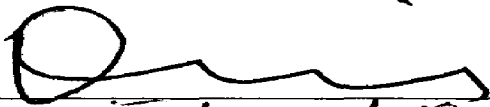
Name: Euan Menzies
Title: CEO

ALLENBROOK, INC.

By: _____

Name:

Title:

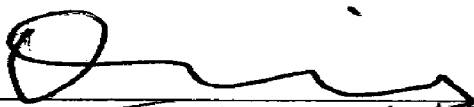

Evan Menzies
CEO

INSURANCE REFERENCE SYSTEMS, INC.

By: _____

Name:

Title:


Euan Menzies

CEO

INSURANCE RATING SYSTEMS

By: _____

Name: *Evan Menzies*

Title: *CEO*

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002947 FRAME: 0567

AMS RACKLEY, INC.

By: 

Name:

Title:

Euan Menzies

CEO

AMS INSURANCE SERVICES, INC.

By: Jill L Barry
Name: Jill L Barry
Title: Treasurer

"COLLATERAL AGENT":

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent for the benefit of itself and the
Lenders, acting through its Cayman Islands Branch

By: 
Name: ROBERT HETU
Title: DIRECTOR

By: 
Name: DOREEN B. WELCH
Title: ASSOCIATE

**VERTAFORE, INC.
f/k/a AMS SERVICES, INC.**

**TRADEMARK LIST
March 24, 2004**

Trademark Name	AMS Address	Application Number/ Filing Date	Registration Number/ Issue Date
AFW	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 0609	78/311,507 October 9, 2003	
AMS (AND DESIGN)	AMS Services, Inc. 410 Amherst Street Birch Pond West Nashua, NH 03063	74/441,488 September 29, 1993	1,862,840 November 15, 1994
AMS (Stylized)	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 0609	78/288,072 August 15, 2003	
AMS 360	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/220,541 March 1, 2003	
AMS 360 (AND DESIGN)	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/220,776 March 3, 2003	
AMS RACKLEY & Design	Vertafore, Inc. f/k/a AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/389,963 March 24, 2004	
FORMWORKS	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/181,921 November 5, 2002	2,786,478 November 25, 2003
FORMSWORKS (AND DESIGN)	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/181,960 November 5, 2002	
INNOVATION@WORK	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/220,543 March 1, 2003	
INNOVATION@WORK (AND DESIGN) mailto:INNOVATION@WORK	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/220,737 March 3, 2003	
NETRATER	AMS Services, Inc. 43 Constitution Drive, #201 Bedford, NH 03110	76/281,669 July 5, 2001	2,682,015 January 28, 2003
NETRATER (AND DESIGN)	AMS Services, Inc. 43 Constitution Drive, #201 Bedford, NH 03110	76/281,492 July 5, 2001	2,708,575 April 22, 2003
PS4 (AND DESIGN)	AMS Services, Inc. 43 Constitution Drive, #201 Bedford, NH 03110	74/038,150 February 23, 1990	1,638,945 March 26, 1991
PS4 PLUS & Design	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/360,229 January 30, 2004	
QUOTENETWORKS	AMS Services, Inc. 43 Constitution Drive, #201 Bedford, NH 03110	76/281,494 July 5, 2001	2,687,608 February 11, 2003

{W0221843.1}

Trademark Name	Owner Name	Number of Marks	Number of Design
QUOTENETWORKS (AND DESIGN)	AMS Services, Inc. 43 Constitution Drive, #201 Bedford, NH 03110	76/281,493 July 5, 2001	2,642,244 October 29, 2002
QUOTEWORKS (AND DESIGN)	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/224,746 March 12, 2003	
RACKLEY SYSTEMS, INC. & Design	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	75/888,849 January 6, 2000	2,428,335 February 13, 2001
SAGE	Insurance Reference Systems, Inc. 4775 Walnut Street, #2B Boulder, CO 80301	78/071,715 June 29, 2001	2,747,084 August 5, 2003
SAGITTA	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/311,305 October 9, 2003	
SERVICE 24/7 ALWAYS OPEN! & Design	Vertafore, Inc. f/k/a AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/389,887 March 24, 2004	
SILVERPLUME	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	76/409,291 May 17, 2002	2,728,855 June 24, 2003
SILVERPLUME (STYLIZED AND DESIGN)	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	76/409,468 May 17, 2002	2,728,857 June 24, 2003
SUMNITY	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/353,527 January 19, 2004	
TRANSACTNOW	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/220,539 March 1, 2003	
TRANSACTNOW (AND DESIGN)	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/220,700 March 3, 2003	
TRANSACTNOW PRACTICAL INTERFACE WORKFLOW (AND DESIGN)	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/220,715 March 3, 2003	
TURNING INFORMATION INTO ANSWERS	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	76/409,469 May 17, 2002	2,773,181 October 14, 2003
VERTAFORE	AMS Services, Inc. 3 Waterside Crossing Windsor, CT 06095	78/353,535 January 19, 2004	