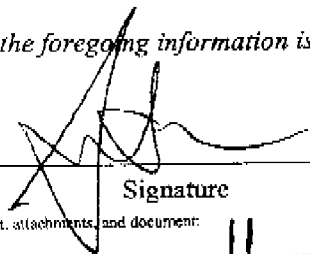


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2007) Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Yellowstone Holding Company, a Delaware corporation; Yellowstone Acquisition Company, a Delaware corporation, as borrower "Newco" and, together with any successors to "Newco" <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporations-State Delaware <input type="checkbox"/> Other		2. Name and address of receiving party(ies) Silver Point Finance, L.L.C., as agent Street Address: 600 Steamboat Road City: Greenwich State: CT Zip: 06830 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State - <input checked="" type="checkbox"/> Other Delaware limited liability company If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from this assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other --		4. Application number(s) or registration number(s): 75/776,216			
Execution Date: September 21, 2004		B. Trademark Registration No.(s) 2,749,515 2,377,187 2,824,880 2,621,083 1,347,333 1,361,576			
Additional number(s) attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022		6. Total number of applications and registrations involved.....7..... 7. Total fee (37 CFR 3.41).....\$ 190 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-0675 - Schulte Roth & Zabel (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"><div>Santo Manna, Esq. Name of Person Signing</div><div> Signature</div><div>10/1/04 Date</div></div> <p>Total number of pages including cover sheet, attachments, and document: 11</p>					

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

CH \$190.00 500675 75776216

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of September, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SILVER POINT FINANCE, LLC, in its capacity as Agent for the Lender Group and the Specified Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated September 21, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Yellowstone Holding Company, a Delaware corporation ("Parent"), and Yellowstone Acquisition Company, a Delaware corporation, as borrower ("Newco" and, together with any successors to Newco, the "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Specified Product Providers, that certain Security Agreement dated September 21, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Specified Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Specified Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

all extensions, modifications and renewals of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark,

and

all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Specified Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent to unilaterally modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Trademark Security Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

YELLOWSTONE HOLDING COMPANY,
a Delaware corporation

By: Name: Robert F. SmithTitle: President

YELLOWSTONE ACQUISITION COMPANY,
a Delaware corporation

By: Name: Robert F. SmithTitle: President

36747, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

AGENT:

SILVER POINT FINANCE, LLC, a Delaware limited
liability company, as Agent

By: _____

Name: _____

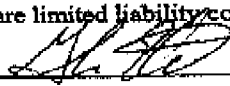
Title: _____

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Trademark Security Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS: **YELLOWSTONE HOLDING COMPANY,**
a Delaware corporation
By: _____
Name: _____
Title: _____

YELLOWSTONE ACQUISITION COMPANY,
a Delaware corporation
By: _____
Name: _____
Title: _____

36747, LLC,
a Delaware limited liability company
By:  _____
Name: _____
Title: _____

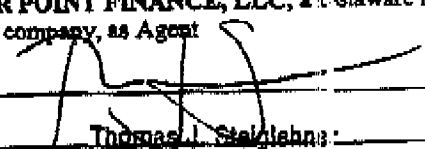
AGENT: **SILVER POINT FINANCE, LLC,** a Delaware limited liability company, as Agent
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Trademark Security Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS: **YELLOWSTONE HOLDING COMPANY,**
a Delaware corporation
By: _____
Name: _____
Title: _____

YELLOWSTONE ACQUISITION COMPANY,
a Delaware corporation
By: _____
Name: _____
Title: _____


36747, LLC,
a Delaware limited liability company
By: _____
Name: _____
Title: _____

AGENT: **SILVER POINT FINANCE, LLC,** a Delaware limited liability company, as Agent
By:  _____
Name: **Thomas J. Steigelmans**
Title: **Authorized Signatory**

SCHEDULE 1

1(a)

REGISTERED TRADEMARKS -- APPLIED SYSTEMS, INC.*

<u>Trademark</u>	<u>Registration Number</u> (Serial Number)	<u>Date Issued</u> (Date Filed)	<u>Country</u>
Applied ConnXion®	2,749,515	August 12, 2003	United States
Applied Systems	2,377,187	August 15, 2000	United States
Fax@vantage®	2,824,880	March 23, 2004	United States
InScope®	2,621,083	September 17, 2002	United States
The Agency Manager®	1,347,333	July 9, 1985	United States
The Agency Manager® ("desk" logo) 	1,361,576	September 24, 1985	United States
VISION (listed as common law mark in 3.14(b)(21) -- opposition is pending before the TTAB)	(75/776,216)	(August 13, 1999)	United States

* includes filed applications that remain pending with the U.S. PTO.

1(a) continued

REGISTERED TRADEMARKS - APPLIED SYSTEMS CANADA, INC.*

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Issued</u>	<u>Country</u>
The Agency Manager® Le Gestionnaire D'agence ® (The Agency Manager in French)	TMA299,981	February 15, 1985	Canada
The Agency Manager	TMA569,021	October 17, 2002	Canada

1(b) To the extent provided by law, Grantor possesses non-registered or common law trademarks rights (or assignment thereof) in the following:

• Applied Systems, Inc. Domain Names:

- insurancegallery.net
- insurancecorner.info
- warpcentral.info
- pockettam.info
- appliedrating.info
- applieduniversity.info
- insuranceanswers.info
- theagencymanager.info
- insurancegallery.info
- appliedsystems.info
- applied-rating.info
- diamondsystems.info
- appliedconnexion.info
- insuremail.info
- appliedsystemsonline.com

- appliedsystemsonline.net
- nationwidetam.com.
- warpcentral.com
- insurancecorner.com
- applieduniversity.com
- appliedsystems.com
- appliedrating.com
- applied-rating.com
- insuremail.com
- insuranceanswers.com
- insurancegallery.com
- tamcentral.net
- insuremail.net
- applieddns.com
- appliedconnexion.com
- appliedconnexion.net
- theagencymanager.com
- appliedrating.net
- applieduniversity.net
- applieduniversity.biz
- insuremail.biz
- insurancegallery.biz
- applied-rating.biz
- insurancecorner.biz
- insuranceanswers.biz
- pockettam.biz
- warpcentral.biz

- appliedrating.biz
- diamondsystems.biz
- appliedconnexion.biz
- theagencymanager.biz
- theagencymanager.net
- insurancecorner.net
- applied-rating.net
- warpcentral.net

- **Doris Domain Names:**
 - doris.org
 - doris.net
 - doris.com
 - doris.biz
 - dorisinsurancesystems.org
 - dorisinsurancesystems.net
 - dorisinsurancesystems.com
 - dorisinsurancesystems.biz
 - dorissystems.org
 - dorissystems.net
 - dorissystems.com
 - dorissystems.biz
 - dorisllc.org
 - dorisllc.net
 - dorisllc.com
 - dorisllc.biz
 - dorismedia.com

- theagentschoice.org
- agentschoice.org
- theagentschoice.com
- dorissupport.com
- filesveronline.org
- filesveronline.net
- filesveronline.com
- usagents.org
- dorisinc.com
- usagents.net
- acordforms.com

Common law trademarks including:

- TAMOnline
- VisionOnline
- Applied Consulting
- N2N
- AppliedOnline
- Applied Systems (“blue” logo)
- Diamond
- PocketTAM
- TAMCentral
- The Agency Manager Vision Series
- The Leader In Insurance Automation
- The power to make you more profitable.
- Vision
- VisionCentral

- Applied Systems Canada
- Applied Systems Canada ("blue" logo)
- Applied Systems Canada ("blue" logo in French)
- Doris Insurance Systems
- Doris Insurance Systems ("red dot" logo)
- Bridge-IT
- Bridge-IT ("swag" logo)
- Web For Agents
- Web For Agents ("bowed" logo)
- The Agent's Choice
- The Agent's Choice ("check" logo)
- FILESERVERonline.com
- FILESERVERonline.com ("computer man" logo)

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED