

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Systems, Inc.		10/29/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	75776216	VISION
Registration Number:	1361576	
Registration Number:	1347333	THE AGENCY MANAGER
Registration Number:	2621083	INSCOPE
Registration Number:	2824880	FAX@VANTAGE
Registration Number:	2377187	APPLIED SYSTEMS
Registration Number:	2749515	APPLIED CONNEXION

CORRESPONDENCE DATA	
Fax Number:	(703)760-7777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	asteiner@mofo.com
Correspondent Name:	David A. F. Steiner
Address Line 1:	1290 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	51270-45
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CH \$190.00 75776216

NAME OF SUBMITTER:

Hsiao-Ting H. Cheng

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of October, 2004, between Applied Systems, Inc., an Illinois corporation ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, Grantor, the successor by merger to Yellowstone Acquisition Company, a Delaware corporation ("Newco"), is party to the Credit Agreement dated as of 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"), Newco, as borrower (the "Borrower"), the lenders party thereto, as "Lenders" ("Lenders"), and Agent;

WHEREAS, Grantor is party to the Assumption Agreement dated as of September 21, 2004 (the "Assumption Agreement") between Newco and Grantor, pursuant to which Newco assigned, transferred and conveyed to Grantor all of Newco's rights as "Borrower" under, and Grantor assumed from Newco all of Newco's obligations and liabilities as "Borrower" under, the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to the Assumption Agreement, Grantor granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Applied Systems Collateral (as defined in the Assumption Agreement) in order to secure prompt repayment of any and all of the Obligations in accordance with the terms and conditions of the Loan Documents and in order to secure prompt performance by Grantor of each of its covenants and duties under the Loan Documents;

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, 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 (as defined in the Credit Agreement) and/or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of Grantor's Trademarks and rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all extensions, modifications and renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by 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.

EXECUTION VERSION

3. 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 Bank Product Providers, pursuant to the Security Agreement. 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.

4. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States trademark rights of Grantor, 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.

5. 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, 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.

GRANTOR:

APPLIED SYSTEMS, INC.,
An Illinois corporation

By: *Andrew J. Rowe*

Name: ANDREW J. ROWE

Title: SECRETARY

AGENT:

WELLS FARGO FOOTHILL, INC., a California corporation, as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, 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.

GRANTOR:

APPLIED SYSTEMS, INC.,
An Illinois corporation

By: _____

Name: _____

Title: _____

AGENT:

WELLS FARGO FOOTHILL, INC., a California corporation, as Agent


By: C. MacDonald

Name: Cheri MAC DONALD

Title: V.P.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trademark</u>	<u>Registration Number</u> (Serial Number)	<u>Date Issued</u> (Date Filed)	<u>Country</u>
Applied ConneXion®	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