

03-14-2005

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

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102957899
MARK ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
VERTAFORE, INC.

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

Citizenship (see guidelines) Delaware

Execution Date(s) 12/22/2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse First Boston, as
Internal Collateral Agent (Second Lien)
Address:

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship

☒ Other Citizenship
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/288,072

B. Trademark Registration No.(s)

2,871,882

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 W. Fifth Street #4000

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213/485-1234

Fax Number: 213/891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 890.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Deborah Taylor
Signature

Deborah E. Taylor

March 8, 2005
Date

Total number of pages including cover
sheet, attachments, and document: 16

03/11/2005 BYRNE 00000009 78288072

Name of Person Signing

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003136 FRAME: 0477

SCHEDULE A
to the Second Lien Trademark Security Agreement
Debtor: Vertafore, Inc.

U.S. Trademarks of Debtor

Registration No./Application Number	Registration Date/ Filing Date	Registration Owner/Applicant	Mark
2,871,882	August 10, 2004	Vertafore, Inc.	AFW
1,862,840	November 15, 1994	Vertafore, Inc.	AMS (AND DESIGN)
2,877,199	August 24, 2004	Vertafore, Inc.	AMS 360
2,838,618	May 4, 2004	Vertafore, Inc.	AMS 360 (AND DESIGN)
1,330,043	April 9, 1985	Vertafore, Inc.	EXCEL-O-RATER
2,827,840	March 30, 2004	Vertafore, Inc.	FORMSWORKS (AND DESIGN)
2,786,478	November 25, 2003	Vertafore, Inc.	FORMWORKS
2,879,241	August 31, 2004	Vertafore, Inc.	INNOVATION@WORK
2,682,015	January 28, 2003	Vertafore, Inc.	NETRATER
2,708,575	April 22, 2003	Vertafore, Inc.	NETRATER (AND DESIGN)
1,638,945	March 26, 1991	Vertafore, Inc.	PS4 (AND DESIGN)
2,687,608	February 11, 2003	Vertafore, Inc.	QUOTENETWORKS
2,642,244	October 29, 2002	Vertafore, Inc.	QUOTENETWORKS (AND DESIGN)
2,428,335	February 13, 2001	Vertafore, Inc.	RACKLEY SYSTEMS, INC. & Design
2,747,084	August 5, 2003	Vertafore, Inc.	SAGE
2,871,880	August 10, 2004	Vertafore, Inc.	SAGITTA
2,728,855	May 17, 2002	Vertafore, Inc.	SILVERPLUME

2,728,857	June 24, 2003	Vertafore, Inc.	SILVERPLUME (STYLIZED AND DESIGN)
2,881,432	September 7, 2004	Vertafore, Inc.	TRANSACTNOW
2,891,197	October 5, 2004	Vertafore, Inc.	TRANSACTNOW PRACTICAL INTERFACE WORKFLOW (AND DESIGN)
2,773,181	October 14, 2003	Vertafore, Inc.	TURNING INFORMATION INTO ANSWERS

Pending U.S. Trademark Applications of Debtor

Application No.	Filing Date	Applicant	Mark
78/288,072	August 15, 2003	Vertafore, Inc.	AMS (Stylized)
78/389,963	March 24, 2004	Vertafore, Inc.	AMS RACKLEY & Design
78/220,737	March 3, 2003	Vertafore, Inc.	INNOVATION@WORK (AND DESIGN)
78/440,255	June 23, 2004	Vertafore, Inc.	INSURANCE OBJECTS
78/440,293	June 23, 2004	Vertafore, Inc.	INSURANCEOBJECTS
78/360,229	January 30, 2004	Vertafore, Inc.	PS4 PLUS & Design
78/402,974	April 16, 2004	Vertafore, Inc.	RATE WRITE & Design
76/615,836	October 12, 2004	Vertafore, Inc.	QUOTEWORKS (AND DESIGN)
78/389,887	March 24, 2004	Vertafore, Inc.	SERVICE 24/7 ALWAYS OPEN! & Design
78/402,956	April 16, 2004	Vertafore, Inc.	SET WRITE & Design
78/353,527	January 19, 2004	Vertafore, Inc.	SUMNITY
78/402,946	April 16, 2004	Vertafore, Inc.	THE RIGHT WAY TO WRITE MORE BUSINESS
78/220,700	March 3, 2003	Vertafore, Inc.	TRANSACTNOW (AND DESIGN)
78/353,535	January 19, 2004	Vertafore, Inc.	VERTAFORE

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 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 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 Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the 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 Vertafore, Inc., a Delaware corporation and the surviving entity after the consummation of the Acquisition and Merger.

"Credit Agreement" means that certain Second Lien Credit Agreement, dated as of the date hereof, among the Company, Holdings, the Lenders, and CSFB, as Administrative Agent, Collateral Agent and Arranger, 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 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 material 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 material 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 material rights to sue for past, present or future infringement or unconsented use thereof, all material 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 material general intangibles and all material 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 material 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 material 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 Credit Agreement and Pledge and Security Agreement.

This Agreement has been entered into in conjunction with the security interests granted to the Collateral Agent under the Credit Agreement, the 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 Credit Agreement, the 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 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 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. 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 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 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 Credit Agreement or the 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 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 December 22, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, Holdings, CSFB, as First Lien Collateral Agent, CSFB, as Second Lien Collateral Agent and certain other persons party or that may become

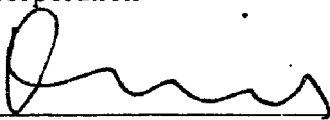
party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow]

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

"DEBTORS":

VERTAFORE, INC.,
a Delaware corporation

By: 
Name: Evan Menzies
Title: Chief Executive Officer and President

VF HOLDING CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

RATING SERVICES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ALLENBROOK, INC.,
a Maine corporation

By: _____
Name: _____
Title: _____

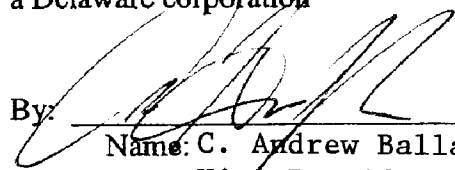
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

"DEBTORS":

VERTAFORE, INC.,
a Delaware corporation

By: _____
Name:
Title:

VF HOLDING CORP.,
a Delaware corporation

By:  _____
Name: C. Andrew Ballard
Title: Vice President, Secretary &
Assistant Treasurer

RATING SERVICES, INC.,
a Delaware corporation

By: _____
Name:
Title:

ALLENBROOK, INC.,
a Maine corporation

By: _____
Name:
Title:

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

"DEBTORS":

VERTAFORE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

VF HOLDING CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

RATING SERVICES, INC.,
a Delaware corporation

By: _____
Name: James Calabrese
Title: Treasurer

ALLENBROOK, INC.,
a Maine corporation

By: _____
Name: James Calabrese
Title: Treasurer

INSURANCE REFERENCE SYSTEMS, INC.,
a Delaware corporation

By: 

Name: James Calabrese
Title: CFO

INSURANCE RATING SYSTEMS,
a Delaware corporation

By: 

Name: James Calabrese
Title: Treasurer

AMS RACKLEY, INC.,
a Tennessee corporation

By: 

Name: James Calabrese
Title: Assistant Secretary

AP INSURANCE, INC.,
a Massachusetts corporation

By: 

Name: Rebecca V. Jacobino
Title: Assistant Secretary

CIS SOLUTIONS, INC.,
a Delaware corporation

By: 

Name: James Calabrese
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: VANESSA GOMEZ
Title: ASSOCIATE

“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:

Title:

By: _____

Name:

Title:

[Handwritten Signature]
Name: *Vanessa Gomez*
Title: *Associate*