TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUBSIDIARY JOINDER AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BENEFITPOINT, INC.		09/08/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3079410	BENEFITPOINT WHERE EMPLOYEE BENEFITS PROFESSIONALS CONNECT
Registration Number:	2509516	THE CENTRAL NERVOUS SYSTEM FOR THE EMPLOYEE BENEFITS INDUSTRY
Registration Number:	2531464	CARRIERS BROKERS EMPLOYERS EMPLOYEES
Registration Number:	2471952	BENEFITPOINT
Registration Number:	3163523	APTUS

OP $140.00 3079410

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	025348-0063
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	03/12/2007

Total Attachments: 32
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page1.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page2.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page3.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page4.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page5.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page6.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page7.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page8.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page9.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page10.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page11.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page12.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page13.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page14.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page15.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page16.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page17.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page18.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page19.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page20.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page21.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page22.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page23.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page24.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page25.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page26.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page27.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page28.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page29.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page30.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page31.tif
source=BenefitPoint Holdling - Joinder Agreement (First Lien)#page32.tif

SUBSIDIARY JOINDER AGREEMENT
(First Lien)

THIS SUBSIDIARY JOINDER AGREEMENT (this "**Joinder Agreement**") is made and entered into as of September 8, 2006 by BENEFITPOINT HOLDING CORP., a Delaware corporation, BENEFITPOINT, INC., a Delaware corporation (each, "**Subsidiary**", and collectively, "**Subsidiaries**") and CREDIT SUISSE, as administrative agent and collateral agent for the Lenders under the Credit Agreement (as hereinafter defined) (the "**Agent**"). Capitalized terms used herein without definition shall have the meanings assigned to those terms in the Credit Agreement unless otherwise specified.

WITNESSETH

WHEREAS, VERTAFORE, INC., a Delaware corporation (the "**Company**"), VF HOLDING CORP., a Delaware corporation (the "**Holdings**"), the lenders party thereto from time to time (the "**Lenders**"), Credit Suisse, as administrative agent for the Lenders, as collateral agent for the Lenders, as swingline lender and as issuing bank, Credit Suisse First Boston LLC, as joint bookrunner and co-lead arranger, J.P. Morgan Securities Inc., as joint bookrunner and co-lead arranger, JPMorgan Chase Bank, N.A., as syndication agent, Wachovia Capital Markets, LLC, as co-arranger, and Wachovia Bank, National Association, as documentation agent, entered into that certain Amended and Restated Credit Agreement dated as of January 31, 2006, as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated July 31, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which the Lenders extended certain credit and other financial accommodations to the Company;

WHEREAS, pursuant to Section 6.9 of the Credit Agreement, any person that becomes a Domestic Subsidiary is required to take all action and execute all documents and instruments as may be required to grant and perfect in favor of the Collateral Agent, for the benefit of the Lenders and each Issuing Bank, a First Priority security interest in substantially all of its assets;

WHEREAS, the Subsidiaries have each become a Domestic Subsidiary, and agree to execute this Joinder Agreement to comply with the requirements of the Credit Agreement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, Subsidiaries and Agent do hereby agree as follows:

AGREEMENT

1. Joinder. Subsidiaries hereby agree that by their execution and delivery to the Agent of this Joinder Agreement, they shall join the following agreements in the manner specified:

TRADEMARK
REEL: 003497 FRAME: 0520

a. Amended and Restated Guaranty. Subsidiaries hereby confirm their guaranty in favor of the Agent and each of the other Secured Parties (as defined in the Guaranty) on the terms set forth in the Amended and Restated Guaranty, dated as of January 31, 2006 (as it may be from time to time amended, restated, modified or supplemented, the "**Guaranty**"), and do hereby, jointly and severally with the other Guarantors, unconditionally and irrevocably, guaranty to the Agent and each of the other Secured Parties the prompt and complete payment and performance by the Company when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Guaranty). From and after the date hereof, Subsidiaries shall each be a "Guarantor" for all purposes of the Guaranty and the other Loan Documents. Subsidiaries hereby make all of the representations, warranties, agreements and covenants of a Guarantor set forth in the Guaranty.

b. Collateral Documents. Subsidiaries acknowledge that by their execution and delivery of this Joinder Agreement, they hereby become a party to the Collateral Documents in order to grant, protect or perfect liens on any of their assets as security for all or any of the "Obligations" or "Secured Obligations", as applicable, under and as defined in any of the Collateral Documents. As such, Subsidiaries hereby confirm the grant to the Collateral Agent set forth in the Pledge and Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, the Copyright Security Agreement, and any other Collateral Document. Subsidiaries hereby grant to the Collateral Agent, for themselves and for the ratable benefit of the Secured Parties (as defined in the Pledge and Security Agreement), a security interest in all of Subsidiaries' right, title and interest in and to all Collateral to secure the "Secured Obligations," as applicable, under and as defined in any of the Collateral Documents, in each case whether now or hereafter existing or in which Subsidiaries now have or hereafter acquire an interest and wherever the same may be located. From and after the date hereof, Subsidiaries shall be a "Grantor" and "Debtor," as applicable, for all purposes of the Collateral Documents and the other Loan Documents. Subsidiaries hereby make all of the representations, warranties, agreements and covenants of a Grantor or Debtor set forth in the Collateral Documents.

2. Unconditional Joinder. Subsidiaries acknowledges that Subsidiaries' obligations as a party to this Joinder Agreement are unconditional and are not subject to the execution of one or more agreements or any other Loan Documents by other subsidiaries of Holdings, Company or any other Person.

3. Reliance. The Lenders and the other Secured Parties (as defined in the Pledge and Security Agreement) shall be entitled to rely on this Joinder Agreement as third-party beneficiaries.

4. Representations and Warranties. Subsidiaries represent and warrant that Subsidiaries are in compliance with, and upon delivery of this Joinder Agreement shall be in compliance with, all agreements, affirmative covenants and negative covenants contained in the Loan Documents applicable to each Subsidiary as a Domestic Subsidiary of Company. Subsidiaries further represent and warrant that the attached Schedule I (Supplements to Schedules) accurately and completely sets forth all additional information required pursuant to the Collateral Documents

TRADEMARK
REEL: 003497 FRAME: 0521

and hereby agrees that such schedule shall constitute part of the schedules to the Collateral Documents.

5. Incorporation by Reference. All terms and conditions of the Credit Agreement and the other Loan Documents applicable to any Domestic Subsidiary under the Credit Agreement and the other Loan Documents including, without limitation, all applicable representations, warranties, covenants, indemnities, guaranties and other obligations thereunder, are hereby incorporated by reference in this Joinder Agreement as if set forth in full herein.

6. GOVERNING LAW. THIS AGREEMENT AND ALL DISPUTES ARISING OUT OF OR RELATED TO IT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

7. Counterparts. This Joinder Agreement may be executed in any number of counterparts, and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument.

8. Severability. The provisions of this Joinder Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Joinder Agreement in any jurisdiction.

9. Headings. The headings in this Joinder Agreement are for purposes of reference only and shall not otherwise affect the meaning or construction of any provision of this Joinder Agreement.

10. Final Expression. This Joinder Agreement, together with the Credit Agreement and the other Loan Documents, constitute the final, entire agreement among the parties hereto and thereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto.

11. Binding Effect. This Joinder Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided, however that Subsidiaries may not assign or transfer their interest under this Joinder Agreement, the Credit Agreement or any of the other Loan Documents except in accordance with the Credit Agreement.

[*Signature page to follow*]

TRADEMARK
REEL: 003497 FRAME: 0522

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered by it as of the day and year first above written.

BENEFITPOINT HOLDING CORP., a Delaware corporation

By: _____
Name: SVP
Title: John Morris

BENEFITPOINT, INC., a Delaware corporation

By: _____
Name: John Morris
Title: SVP

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 003497 FRAME: 0523

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered by it as of the day and year first above written.

BENEFITPOINT HOLDING CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

BENEFITPOINT, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent

By: _____
Name: Vanessa Gomez
Title: Vice President

By: _____
Name: Shaheen Malik
Title: Associate

TRADEMARK
REEL: 003497 FRAME: 0524

Agreed and consented to as of
the day and year first above written:

VF HOLDING CORP.

By: _____
Name: John Morrow
Title: SVP

VERTAFORE, INC.

By: _____
Name: John Morrow
Title: SVP

INSTAR CORPORATION

By: _____
Name: John Morrow
Title: SVP

ALLENBROOK, INC.

By: _____
Name: John Morrow
Title: SVP

SILVERPLUME REFERENCE SYSTEMS, INC.

By: _____
Name: John Morrow
Title: SVP

TRADEMARK
REEL: 003497 FRAME: 0525

CIS SOLUTIONS, INC.

By: _____
Name:
Title: SVP

BCF TECHNOLOGY, INC.

By: _____
Name:
Title: VP

TRADEMARK
REEL: 003497 FRAME: 0526

SCHEDULE I

SUPPLEMENTS TO SCHEDULES

SUPPLEMENT TO SCHEDULES

(BenefitPoint Holding Corp.)

The following Supplement to Schedules (this "Supplement") is delivered by BenefitPoint Holding Corp. ("Subsidiary") in connection with the merger by Vertafore, Inc. of Subsidiary into its wholly owned subsidiary, BP Merger Subsidiary, Inc. This Supplement relates solely to the assets of Subsidiary and not to Vertafore Holdings and/or its subsidiaries generally.

SCHEDULE I
TO PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) Organizational Identification Number, and Federal Identification Number of each Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)	Organization I.D.#/ Tax I.D. #
BenefitPoint Holding Corp.	Corporation	Delaware	11831 North Creek Pkwy North Bothell, WA, 98011-8247	94-3399223

TRADEMARK
REEL: 003497 FRAME: 0528

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years: **NONE.**

Name of Grantor	Trade Name/Fictitious Name

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Type of Organizational Structure within past five (5) years:

Full Legal Name	Description
BenefitPoint Holding Corp.	11831 North Creek Pkwy North Bothell, WA, 98011-8247 (September 8, 2006 – Present)
BenefitPoint Holding Corp.	301 Howard Street, 6th Floor, San Francisco, CA 94105 (June 7, 2004 – September 8, 2006)
BenefitPoint Holding Corp.	801 Howard Street, 4th Floor, San Francisco, CA 94133 (May 2002 – June 6, 2004)
BenefitPoint Holding Corp.	4 Embarcadero Center, 19th Floor, San Francisco, CA 94111 (January 1, 2001 – April 2002)

TRADEMARK
REEL: 003497 FRAME: 0529

(D) Financing Statements:

Name of Grantor	Filing Jurisdiction
BenefitPoint Holding Corp.	Delaware Secretary of State

TRADEMARK
REEL: 003497 FRAME: 0530

SCHEDULE II
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor	Location of Equipment and Inventory in Possession of Bailee or Warehouseman
	NONE.

Name of Grantor	Location of Inventory During Past 5 Years
1.	**NONE.**
2.	

TRADEMARK
REEL: 003497 FRAME: 0531

SCHEDULE III
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
Vertafore, Inc.	BenefitPoint Holding Corp.	Common Stock	Y	2	$0.01	100	100%

Pledged LLC Interests: **NONE**

Grantor	Limited Liability Company	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company

Pledged Partnership Interests: **NONE**

Grantor	Partnership	Type of Partnership Interests (e.g., general or limited)	Certificated (Y/N)	Certificate No.(if any)	% of Outstanding Partnership Interests of the Partnership

Pledged Trust Interests: **NONE**

Grantor	Trust	Class of Trust Interests	Certificated (Y/N)	Certificate No.(if any)	% of Outstanding Trust Interests of the Trust

TRADEMARK
REEL: 003497 FRAME: 0532

Pledged Debt: **NONE**

Grantor	Issuer	Original Principal Amount	Outstanding Principal Balance	Issue Date	Maturity Date

Securities Account: **NONE**

Grantor	Share of Securities Intermediary	Account Number	Account Name

Commodities Accounts: **NONE**

Grantor	Name of Commodities Intermediary	Account Number	Account Name

TRADEMARK
REEL: 003497 FRAME: 0533

Deposit Accounts: **Note: All deposit accounts listed below will be closed by Friday, September 29, 2006.**

Grantor	Name of Depositary Bank	Account Number	Account Name
BenefitPoint Holding Corp.	Silicon Valley Bank	#3300214537	Business Checking
BenefitPoint Holding Corp.	Silicon Valley Bank		Treasury Reserves
BenefitPoint Holding Corp.	Golden Gate Bank	#1301105376	Business Money Market Account

TRADEMARK
REEL: 003497 FRAME: 0534

SCHEDULE IV
TO PLEDGE AND SECURITY AGREEMENT

[RESERVED]

TRADEMARK
REEL: 003497 FRAME: 0535

SCHEDULE V
TO PLEDGE AND SECURITY AGREEMENT

LETTERS OF CREDIT

NONE

TRADEMARK
REEL: 003497 FRAME: 0536

SCHEDULE VI
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

(A) COPYRIGHTS

NONE.

Title	Claimant on Copyright Records	Registration Number/Date

(B) COPYRIGHT LICENSES

NONE.

(C) PATENTS

NONE.

Title	Owner	Patent/Application Number Issue Date

(D) PATENT LICENSES

NONE.

(E) TRADEMARKS

NONE.

Trademark Name	Owner/Address	Application Number/Filing Date	Registration Number/Date

(F) TRADEMARK LICENSES

TRADEMARK
REEL: 003497 FRAME: 0537

NONE.

(G) TRADE SECRET LICENSES

NONE.

(H) INTELLECTUAL PROPERTY MATTERS

NONE.

TRADEMARK
REEL: 003497 FRAME: 0538

SCHEDULE VII
TO PLEDGE AND SECURITY AGREEMENT

COMMERCIAL TORT CLAIM

NONE

TRADEMARK
REEL: 003497 FRAME: 0539

SUPPLEMENT TO SCHEDULES

(BenefitPoint Inc.)

The following Supplement to Schedules (this "Supplement") is delivered by BenefitPoint Inc. ("Subsidiary") in connection with the merger by Vertafore, Inc. of BenefitPoint Holding Corp. into its wholly owned subsidiary, BP Merger Subsidiary, Inc. BenefitPoint, Inc. is the wholly owned subsidiary of BenefitPoint Holding Corp. This Supplement relates solely to the assets of Subsidiary and not to Vertafore Holdings and/or its subsidiaries generally.

SCHEDULE I
TO PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) Organizational Identification Number, and Federal Identification Number of each Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)	Organization I.D.#/ Tax I.D. #
BenefitPoint, Inc.	Corporation	Delaware	11831 North Creek Pkwy North Bothell, WA, 98011-8247	94-3322135

TRADEMARK
REEL: 003497 FRAME: 0540

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years: **NONE.**

Name of Grantor	Trade Name/Fictitious Name

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Type of Organizational Structure within past five (5) years:

Full Legal Name	Description
BenefitPoint, Inc.	11831 North Creek Pkwy North Bothell, WA, 98011-8247 (September 8, 2006 – Present)
BenefitPoint, Inc.	301 Howard Street, 6th Floor, San Francisco, CA 94105 (June 7, 2004 – September 8, 2006)
BenefitPoint, Inc.	801 Howard Street, 4th Floor, San Francisco, CA 94133 (May 2002 – June 6, 2004)
BenefitPoint, Inc.	4 Embarcadero Center, 19th Floor, San Francisco, CA 94111 (January 1, 2001 – April 2002)

TRADEMARK
REEL: 003497 FRAME: 0541

(D) Financing Statements:

Name of Grantor	Filing Jurisdiction
BenefitPoint, Inc.	Delaware Secretary of State

TRADEMARK
REEL: 003497 FRAME: 0542

SCHEDULE II
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor	Location of Equipment and Inventory in Possession of Bailee or Warehouseman
	NONE.

Name of Grantor	Location of Inventory During Past 5 Years
1.	**NONE.**
2.	

TRADEMARK
REEL: 003497 FRAME: 0543

SCHEDULE III
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
Vertafore, Inc.	BenefitPoint Inc.	Common Stock	Y	CS-66	$0.0001	100	100%

Pledged LLC Interests: **NONE**

Grantor	Limited Liability Company	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company

Pledged Partnership Interests: **NONE**

Grantor	Partnership	Type of Partnership Interests (e.g., general or limited)	Certificated (Y/N)	Certificate No.(if any)	% of Outstanding Partnership Interests of the Partnership

Pledged Trust Interests: **NONE**

Grantor	Trust	Class of Trust Interests	Certificated (Y/N)	Certificate No.(if any)	% of Outstanding Trust Interests of the Trust

TRADEMARK
REEL: 003497 FRAME: 0544

Pledged Debt: **NONE**

Grantor	Issuer	Original Principal Amount	Outstanding Principal Balance	Issue Date	Maturity Date

Securities Account: **NONE**

Grantor	Share of Securities Intermediary	Account Number	Account Name

Commodities Accounts: **NONE**

Grantor	Name of Commodities Intermediary	Account Number	Account Name

TRADEMARK
REEL: 003497 FRAME: 0545

Deposit Accounts: **Note: All deposit accounts listed below will be closed by Friday, September 29, 2006.**

Grantor	Name of Depositary Bank	Account Number	Account Name
BenefitPoint, Inc.	Silicon Valley Bank	#3300106684	Analysis Checking Account (Operating Account)
BenefitPoint, Inc.	Silicon Valley Bank	#3300225762	Business Checking
BenefitPoint, Inc.	Golden Gate Bank	#1301109924	Business Money Market Account
BenefitPoint, Inc.	Golden Gate Bank	#3300100106684	Business Checking Account
BenefitPoint, Inc.	Golden Gate Bank	#1301108006	Payroll Account

TRADEMARK
REEL: 003497 FRAME: 0546

SCHEDULE IV
TO PLEDGE AND SECURITY AGREEMENT

[RESERVED]

TRADEMARK
REEL: 003497 FRAME: 0547

SCHEDULE V
TO PLEDGE AND SECURITY AGREEMENT

LETTERS OF CREDIT

[NONE]

TRADEMARK
REEL: 003497 FRAME: 0548

SCHEDULE VI
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

(A) COPYRIGHTS

NONE.

Title	Claimant on Copyright Records	Registration Number/Date

(B) COPYRIGHT LICENSES

NONE.

(C) PATENTS

NONE.

Title	Owner	Patent/Application Number Issue Date

(D) PATENT LICENSES

NONE.

(E) TRADEMARKS

NONE.

Trademark Name	Owner/Address	Serial Number/Filing Date	Registration Number/Date
BENEFITPOINT WHERE EMPLOYEE BENEFITS PROFESSIONALS CONNECT	BenefitPoint, Inc. 301 Howard Street, 6th Floor San Francisco, CA 94105	78607066 April 12, 2005	3079410 April 11, 2006
APTUS	BenefitPoint, Inc. 801 Montgomery St., 4th Floor, San Francisco, CA 94133	78417558 May 12, 2004	Published for Opposition October 11, 2005

TRADEMARK
REEL: 003497 FRAME: 0549

Trademark Name	Owner/Address	Serial Number/Filing Date	Registration Number/Date
THE CENTRAL NERVOUS SYSTEM FOR THE EMPLOYEE BENEFITS INDUSTRY	BenefitPoint, Inc. Four Embarcadero Center, 19th Floor, San Francisco, CA 94111	76136588 September 26, 2000	2509516 November 20, 2001
CARRIERS BROKERS EMPLOYERS EMPLOYEES	BenefitPoint, Inc. Four Embarcadero Center, 19th Floor, San Francisco, CA 94111	76022851 April 10, 2000	2531464 January 22, 2002
BENEFITPOINT	BenefitPoint, Inc. Four Embarcadero Center, 19th Floor, San Francisco, CA 94111	75536804 August 14, 1998	2471952 July 24, 2001

(F) TRADEMARK LICENSES

NONE.

(G) TRADE SECRET LICENSES

NONE.

(H) INTELLECTUAL PROPERTY MATTERS

NONE.

TRADEMARK
REEL: 003497 FRAME: 0550

SCHEDULE VII
TO PLEDGE AND SECURITY AGREEMENT

COMMERCIAL TORT CLAIM

NONE

RECORDED: 03/12/2007

TRADEMARK
REEL: 003497 FRAME: 0551