TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sircon Corporation		07/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as First-Lien Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2397583	SIRCON
Registration Number:	2747783	SIRCON.DB
Serial Number:	77339950	SIRCON FOR STATES
Registration Number:	2694356	COSMOS
Registration Number:	3105348	REFERENCE EXPRESS
Registration Number:	3150569	COMPLIANCE EXPRESS
Registration Number:	3198111	INTEGRATION EXPRESS
Registration Number:	2875875	WE DO IT RIGHT!
Registration Number:	2508612	MAKING IT HAPPEN
Registration Number:	2557881	INNOVATIVE IT SOLUTIONS
Registration Number:	2644947	IITS

OP $290.00 2397583

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	3016380511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33520
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/01/2008

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

(First-Lien)

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of June 30, 2008, among each of the undersigned (each a "**Debtor**" and collectively, the "**Debtors**") and JPMorgan Chase Bank, N.A. ("**JPMCB**"), 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**").

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.

"**Credit Agreement**" means that certain Second Amended and Restated Credit Agreement, dated as of April 5, 2007 (as amended, supplemented or otherwise modified from time to time), among the Company, Holdings, the Lenders, JPMCB, as Administrative Agent, Collateral Agent, Swing Line Lender and Issuing Bank, J.P. Morgan Securities Inc., as co-lead arranger and joint bookrunner, Credit Suisse, as Syndication Agent, Credit Suisse Securities (USA) LLC, as co-lead arranger and joint bookrunner, Wachovia Capital Markets LLC, as joint bookrunner and Wachovia Bank, National Association as documentation agent.

"**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, as of the Effective Date is set forth in Schedule A.

SECTION 5. Further Acts.

To the extent required by the Pledge and Security Agreement 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.

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 notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration in

accordance with the terms of the Pledge and Security Agreement. 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

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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 of the Obligations (other than contingent indemnification obligations not then due and payable, Hedge Obligations under Secured Hedge Agreements with First Lien Hedge Banks and Cash Management Obligations owed to First Lien Cash Management Banks) 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.

[Signature pages follow

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

"DEBTORS":

SIRCON CORPORATION

By: _____

Name: John Morrow

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

[[NYCORP:3081566]]

"COLLATERAL AGENT":

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent for the benefit of itself and the Lenders

By: _____
Name: Christophe Vohmann
Title: Vice President

[Signature Page to Trademark Security Agreement]

[[NYCORP:3081566]]

SCHEDULE A
to the Trademark Security Agreement
Debtors: Sircon Corporation

U.S. Trademarks of Debtor

Registered Trademarks:

Trademark Name	Owner/Address	Application Number/Filing Date	Registration Number/Date
Sircon	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	75777627 / 08/16/1999	2397583 / 08/01/2000
Sircon.db	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	76061254 / 10/09/2001	2747783 / 08/05/2003
Sircon for States (The application to register this mark is still pending before the USPTO.)	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	77339950 / 11/29/2007	
COSMOS	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	75777730 / 08/16/1999	2694356 / 03/11/2003
Reference Express (Supplemental Register)	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	78566545 / 02/14/2005	3105348 / 06/13/2006
Compliance Express	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	78566503 / 02/14/2005	3150569 / 10/03/2006
Integration Express	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	78582284 / 03/08/2005	3198111 / 01/16/2007
We Do It Right!	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	75777768 / 08/16/1999	2875875 / 08/24/2004
Making It Happen	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	75777731 / 08/16/1999	2508612 / 11/20/2001
Innovative IT Solutions[1]	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	75942497 / 03/13/2000	2557881 / 04/09/2002

[1] Registration for this trademark will be allowed to lapse.

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Trademark Name	Owner/Address	Application Number/Filing Date	Registration Number/Date
iITs [2]	Sircon Corporation 2112 University Park Drive Okemos, MI 48864	75777628 / 08/19/2002	2644947 / 11/05/2002

Material Unregistered Trademarks:

Trademark Name	Owner/Address
Technology That Works	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Data Sync Pattern	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Profile	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Reconciliation Expresss	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Producer Manager	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Producer Express (Further action on pending application has been suspended.)	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Sircon Edge	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Sircon Edge	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
SIRC	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Sircon for Agencies and Brokers	Sircon Corporation 2112 University Park Drive Okemos, MI 48864

[2] Registration for this trademark will be allowed to lapse.

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Trademark Name	Owner/Address
MySircon	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
Sircon.com	Sircon Corporation 2112 University Park Drive Okemos, MI 48864
License Express	Sircon Corporation 2112 University Park Drive Okemos, MI 48864