TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Applied Systems, Inc.		01/23/2014	CORPORATION: DELAWARE
Artizan Internet Services, LLC		01/23/2014	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	Credit Suisse AG, New York Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3186102	ALERTS!
Registration Number:	2749515	APPLIED CONNEXION
Registration Number:	2377187	APPLIED SYSTEMS
Registration Number:	3408717	APPLIED SYSTEMS THE POWER TO MAKE YOU MO
Registration Number:	2824880	FAX@VANTAGE
Registration Number:	3237456	OUR SOFTWARE IS JUST THE BEGINNING.
Registration Number:	3236986	TAM
Registration Number:	3237457	TAMONLINE
Registration Number:	1347333	THE AGENCY MANAGER
Registration Number:	3237455	THE POWER TO MAKE YOU MORE PROFITABLE.
Registration Number:	3038629	VISION
Registration Number:	3256002	VISIONONLINE
Registration Number:	4056647	APPLIED SYSTEMS EPIC

CH $665.00 3186102

Registration Number:	4056648	EPIC
Registration Number:	4056649	EPICONLINE
Registration Number:	3785763	APPLIED SYSTEMS
Registration Number:	3785764	APPLIED SYSTEMS ADVANCING THE BUSINESS O
Registration Number:	4142047	ADVANCING THE BUSINESS OF INSURANCE
Registration Number:	4244944	DORIS
Registration Number:	4244939	DORISONLINE
Serial Number:	85871522	A
Serial Number:	85871526	A APPLIED
Registration Number:	3297596	ARTIZAN
Registration Number:	3297594	ARTIZAN
Registration Number:	3302076	CSR24
Registration Number:	3302075	CSR24

CORRESPONDENCE DATA

Fax Number: 2123037064

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	79751.00004 (SA SL)
NAME OF SUBMITTER:	Christine Dionne
Signature:	/Christine Dionne/
Date:	01/23/2014

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of January 23, 2014, among the Persons listed on the signature pages hereof (the "Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH., as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Security Agreement, dated as of January 23, 2014 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement"), among ARROW MERGER CORP., a Delaware corporation (which on the Closing Date shall be merged with and into APPLIED SYSTEMS, INC., a Delaware corporation (the "Company")) (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Registered Intellectual Property with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Collateral by Grantors under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Second Lien Obligations and would be owed to the Collateral Agent or the Second Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantors.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and

remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional Second Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

APPLIED SYSTEMS, INC.

By: _____
Name: Colleen Mikuce
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ARTIZAN INTERNET SERVICES, LLC

By: _____
Name: Colleen Mikuce
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:_____
Name:
Title:

By:_____
Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A TO THE
SECOND LIEN TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trade-Mark	App. No. File Date	Trademark No. Reg. Date	Owner
Alerts!	78/678,549 07/26/05	3,186,102 12/19/06	Applied Systems, Inc.
Applied ConneXion	76/367,696 02/06/02	2,749,515 08/12/03	Applied Systems, Inc.
Applied Systems	75/697,428 06/03/99	2,377,187 08/15/00	Applied Systems, Inc.
Applied Systems Logo (Red, White, Blue) + The power to make you more profitable.	77/245,123 08/02/07	3,408,717 04/08/08	Applied Systems, Inc.
fax@vantage	76/524,730 06/12/03	2,824,880 03/23/04	Applied Systems, Inc.
Our software is just the beginning.	78/949,128 08/10/06	3,237,456 05/01/07	Applied Systems, Inc.
TAM	78/914,025 06/22/06	3,236,986 05/01/07	Applied Systems, Inc.
TAMOnline	78/949,242 08/10/06	3,237,457 05/01/07	Applied Systems, Inc.
The Agency Manager	73/463,610 02/01/84	1,347,333 07/09/85	Applied Systems, Inc.
The power to make you more profitable.	78/949,118 08/10/06	3,237,455 05/01/07	Applied Systems, Inc.
Vision	75/776,216 08/13/99	3,038,629 01/10/06	Applied Systems, Inc.
VisionOnline	78/949,259 08/10/06	3,256,002 06/26/07	Applied Systems, Inc.
APPLIED SYSTEMS EPIC	77/566,562 09/10/08	4,056,647 11/15/11	Applied Systems, Inc.
EPIC	77/566,568 09/10/08	4,056,648 11/15/11	Applied Systems, Inc.
EpicOnline	77/566,570 09/10/08	4,056,649 11/15/11	Applied Systems, Inc.
APPLIED SYSTEMS	77/648,563 01/13/09	3,785,763 05/04/10	Applied Systems, Inc.
APPLIED SYSTEMS advancing the business of insurance	77/648,580 01/13/09	3,785,764 05/04/10	Applied Systems, Inc.
advancing the business of insurance	85/419,063 09/09/11	4,142,047 05/15/12	Applied Systems, Inc.
DORIS	85/554,406 02/28/12	4,244,944 11/20/12	Applied Systems, Inc.
DORISOnline	85/553,714 02/27/12	4,244,939 11/20/12	Applied Systems, Inc.
APPLIED	85/871,526 03/08/13		Applied Systems, Inc.

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	85/871,522 03/08/13		Applied Systems, Inc.
ARTIZAN	78/861,865 04/14/06	3,297,596 09/25/07	Artizan Internet Services, LLC
ARTIZAN	78/861,847 04/14/06	3,297,594 09/25/07	Artizan Internet Services, LLC
CSR24	78/861,872 04/14/06	3,302,076 10/02/07	Artizan Internet Services, LLC
CSR24	78/861,852 04/14/06	3,302,075 10/02/07	Artizan Internet Services, LLC