

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443872

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APPLIED SYSTEMS, INC.		09/19/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NOMURA CORPORATE FUNDING AMERICAS, LLC		
<b>Street Address:</b>	309 West 49th Street, 5th Floor		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4539597	A	
<b>Registration Number:</b>	4539598	A APPLIED	
<b>Registration Number:</b>	4142047	ADVANCING THE BUSINESS OF INSURANCE	
<b>Serial Number:</b>	87097496	APPLIED CERTTRAX	
<b>Registration Number:</b>	2749515	APPLIED CONNEXION	
<b>Registration Number:</b>	5254277	APPLIED CONNEXION	
<b>Registration Number:</b>	5062302	APPLIED CSR24	
<b>Registration Number:</b>	5062130	APPLIED DORIS	
<b>Registration Number:</b>	5062125	APPLIED EPIC	
<b>Registration Number:</b>	4936477	APPLIED EPICONLINE	
<b>Serial Number:</b>	87081696	APPLIED INSWORLD	
<b>Serial Number:</b>	87477294	APPLIED INSWORLD	
<b>Registration Number:</b>	5175176	APPLIED MOBILE	
<b>Registration Number:</b>	5052920	APPLIED MOBILEPRODUCER	
<b>Serial Number:</b>	87079867	APPLIED NET	
<b>Registration Number:</b>	5159553	APPLIED PERFORMANCEMANAGEMENT	
<b>Registration Number:</b>	5052928	APPLIED RATER	
<b>Registration Number:</b>	2377187	APPLIED SYSTEMS	
<b>Registration Number:</b>	5164535	APPLIED SYSTEMS	

CH \$1165.00 4539597

Property Type	Number	Word Mark
Registration Number:	4056647	APPLIED SYSTEMS EPIC
Registration Number:	5062128	APPLIED TAM
Registration Number:	4936484	APPLIED TAMONLINE
Serial Number:	87087609	APPLIED UNIVERSITY
Registration Number:	5062129	APPLIED VISION
Registration Number:	4936491	APPLIED VISIONONLINE
Serial Number:	87081757	APPLIED WEBENGINE
Serial Number:	87503010	APPLIED WEBENGINE
Registration Number:	3297594	ARTIZAN
Registration Number:	3297596	ARTIZAN
Registration Number:	3302075	CSR24
Registration Number:	3302076	CSR24
Serial Number:	87574599	DIGITAL AGENCY
Registration Number:	4244944	DORIS
Registration Number:	4244939	DORISONLINE
Registration Number:	4056648	EPIC
Registration Number:	4056649	EPICONLINE
Registration Number:	2824880	FAX@VANTAGE
Registration Number:	5155026	FAX@VANTAGE
Registration Number:	5155043	MARKET APPETITE
Serial Number:	87164767	MARKET MANAGER
Serial Number:	87089864	POWERING THE BUSINESS OF INSURANCE
Registration Number:	3278878	SEMCAT
Registration Number:	3236986	TAM
Registration Number:	3237457	TAMONLINE
Registration Number:	3038629	VISION
Registration Number:	3256002	VISIONONLINE

**CORRESPONDENCE DATA**

Fax Number: 6508385109

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARC ELZWEIG

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 40209/6

<b>NAME OF SUBMITTER:</b>	MARC ELZWEIG
<b>SIGNATURE:</b>	/MARC ELZWEIG/
<b>DATE SIGNED:</b>	09/20/2017
<b>Total Attachments: 8</b> source=0 - ASI 2L IPSA (Trademark)#page1.tif source=0 - ASI 2L IPSA (Trademark)#page2.tif source=0 - ASI 2L IPSA (Trademark)#page3.tif source=0 - ASI 2L IPSA (Trademark)#page4.tif source=0 - ASI 2L IPSA (Trademark)#page5.tif source=0 - ASI 2L IPSA (Trademark)#page6.tif source=0 - ASI 2L IPSA (Trademark)#page7.tif source=0 - ASI 2L IPSA (Trademark)#page8.tif	

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of September 19, 2017, among the Person listed on the signature pages hereof (the “Grantor”), and **NOMURA CORPORATE FUNDING AMERICAS, LLC**, as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents 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 September 19, 2017 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among **ARROW INTERMEDIATE CORP.**, a Delaware corporation (“Holdings”), **APPLIED SYSTEMS, INC.**, a Delaware corporation (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 (each such subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; and, together with Holdings and the Borrower, collectively, the “Security Grantors”), and the Collateral Agent and (ii) all terms defined in the Uniform Commercial Code from time to time in effect in the State of New York (the “NY UCC”) and not defined herein or in the Credit Agreement shall have the meanings specified therein (and if defined in more than one article of the NY UCC, shall have the meaning specified in Article 9 thereof).

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals to this Agreement.

C. Pursuant to Section 4.4(e) of the Security Agreement, the 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. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

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

SECTION 1. Grant of Security. The 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 and service mark registrations and applications therefor and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, of such Grantor, including those set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Trademark Collateral”).

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Trademark Collateral by the Grantor 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 the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer 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. The 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 Trademark 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 the 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, the 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, expenses and other charges and disbursements of counsel for the Collateral Agent.

[SIGNATURE PAGE FOLLOWS]

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: Ryan Hobbs  
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006157 FRAME: 0813**

COLLATERAL AGENT

NOMURA CORPORATE FUNDING AMERICAS,  
LLC, as Collateral Agent

By:

  
Name: Garrett P. Carpenter



Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006157 FRAME: 0814**



**SCHEDULE A**

U.S. Trademark Registrations and Trademark Applications

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Serial No. (App. No.)</b>
	Applied Systems, Inc.	<b>4539597</b>	85871522
 <b>APPLIED</b>	Applied Systems, Inc.	<b>4539598</b>	85871526
<b>Advancing the Business of Insurance</b>	Applied Systems, Inc.	<b>4142047</b>	85419063
<b>Applied certTrax</b>	Applied Systems, Inc.		87097496
<b>Applied ConneXion</b>	Applied Systems, Inc.	<b>2749515</b>	76367696
<b>Applied ConneXion</b>	Applied Systems, Inc.	<b>5254277</b>	87097518
<b>Applied CSR24</b>	Applied Systems, Inc.	<b>5062302</b>	86789054
<b>Applied DORIS</b>	Applied Systems, Inc.	<b>5062130</b>	86745951
<b>Applied Epic</b>	Applied Systems, Inc.	<b>5062125</b>	86745516
<b>Applied EpicOnline</b>	Applied Systems, Inc.	<b>4936477</b>	86745742
<b>APPLIED INSWORLD</b>	APPLIED SYSTEMS, INC.		87081696
<b>APPLIED INSWORLD</b>	Applied Systems, Inc.		87477294
<b>APPLIED MOBILE</b>	Applied Systems, Inc.	<b>5175176</b>	87079939



<b>Trademark</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Serial No. (App. No.)</b>
<b>Applied MobileProducer</b>	Applied Systems, Inc.	<b>5052920</b>	86789110
<b>APPLIED NET</b>	Applied Systems, Inc.		87079867
<b>Applied PerformanceManagement</b>	Applied Systems, Inc.	<b>5159553</b>	87087646
<b>Applied Rater</b>	Applied Systems, Inc.	<b>5052928</b>	86791705
<b>Applied Systems</b>	Applied Systems, Inc.	<b>2377187</b>	75697428
<b>APPLIED SYSTEMS</b>	Applied Systems, Inc.	<b>5164535</b>	87088079
<b>Applied Systems Epic</b>	Applied Systems, Inc.	<b>4056647</b>	77566562
<b>Applied TAM</b>	Applied Systems, Inc.	<b>5062128</b>	86745785
<b>Applied TAMOnline</b>	Applied Systems, Inc.	<b>4936484</b>	86745830
<b>APPLIED UNIVERSITY</b>	Applied Systems, Inc.		87087609
<b>Applied Vision</b>	Applied Systems, Inc.	<b>5062129</b>	86745867
<b>Applied VisionOnline</b>	Applied Systems, Inc.	<b>4936491</b>	86745910
<b>APPLIED WEBENGINE</b>	Applied Systems, Inc.		87081757
<b>APPLIED WEBENGINE</b>	Applied Systems, Inc.		87503010
<b>Artizan</b>	Applied Systems, Inc.	<b>3297594</b>	78861847

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Serial No. (App. No.)</b>
	Applied Systems, Inc.	<b>3297596</b>	78861865
<b>CSR24</b>	Applied Systems, Inc.	<b>3302075</b>	78861852
	Applied Systems, Inc.	<b>3302076</b>	78861872
<b>DIGITAL AGENCY</b>	Applied Systems, Inc.		87574599
<b>DORIS</b>	Applied Systems, Inc.	<b>4244944</b>	85554406
<b>DORISOnline</b>	Applied Systems, Inc.	<b>4244939</b>	85553714
<b>Epic</b>	Applied Systems, Inc.	<b>4056648</b>	77566568
<b>EpicOnline</b>	Applied Systems, Inc.	<b>4056649</b>	77566570
<b>Fax@vantage</b>	Applied Systems, Inc.	<b>2824880</b>	76524730
<b>fax@vantage</b>	Applied Systems, Inc.	<b>5155026</b>	87097601
<b>Market Appetite</b>	Applied Systems, Inc.	<b>5155043</b>	87097919
<b>Market Manager</b>	Applied Systems, Inc.		87164767
<b>Powering The Business Of Insurance</b>	Applied Systems, Inc.		87089864
<b>SEMCAT</b>	Applied Systems, Inc.	<b>3278878</b>	77026886

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Serial No. (App. No.)</b>
<b>TAM</b>	Applied Systems, Inc.	<b>3236986</b>	78914025
<b>TAMOnline</b>	Applied Systems, Inc.	<b>3237457</b>	78949242
<b>Vision</b>	Applied Systems, Inc.	<b>3038629</b>	75776216
<b>VisionOnline</b>	Applied Systems, Inc.	<b>3256002</b>	78949259

Trademark Licenses

<b>Licensor</b>	<b>Licensee</b>	<b>Title of Agreement</b>	<b>Effective Date</b>
Ability Network, Inc., IVANS, Inc. (wholly-owned subsidiary of Ability)	Applied Systems, Inc.	Trademark License Agreement	04/30/13