

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443872

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

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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

NAME OF SUBMITTER:	MARC ELZWEIG
SIGNATURE:	/MARC ELZWEIG/
DATE SIGNED:	09/20/2017
Total Attachments: 8 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

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

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

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

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

Trademark Licenses

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