

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QQ SOLUTIONS, INC.		06/18/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS THE SECOND LIEN COLLATERAL AGENT		
Street Address:	101 N. TRYON ST.		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4692345	QQ SOLUTIONS	
Registration Number:	4469430	QQ CATALYST	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>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.</i>			
Phone:	301-638-0511		
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:	CRS1-40241		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	06/25/2015		
Total Attachments: 8			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 18, 2015, among the undersigned (the “**Debtor**”) and Bank of America, N.A. (“**BofA**”), acting in its capacity as collateral agent for the benefit of itself, the lenders party from time to time to the Credit Agreement (as defined herein) and certain other secured parties (the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Credit Agreement dated as of October 29, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Vertafore, Inc., a Delaware corporation (the “**Company**”), VF Holding Corp., a Delaware Corporation (“**Holdings**”), the banks, financial institutions and other entities listed on the signature pages thereto (the “**Lenders**”) and BofA, as administrative agent and collateral agent and (b) the Second Lien Pledge and Security Agreement dated as of October 29, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among the Company, the other grantors named therein and 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.

“**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 the 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, and pursuant to the terms of the Credit Agreement and the Pledge and Security Agreement, the Debtor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of itself and the other Secured Parties, a security interest in, and a mortgage upon, all of the 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 the Debtor now has or hereafter owns, acquires or develops any right, title or interest and wherever located (collectively, the "**Collateral**"):

(i) the Trademarks (as defined in the Pledge and Security Agreement), including the registrations and applications referred to in Schedule A hereto (as such Schedule may be amended or supplemented from time to time);

(ii) all general intangibles and all intangible intellectual or other similar property of the 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

(iii) all 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 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.** The Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 10.

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 and 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 and any other Collateral Documents referred to therein, all terms and provisions of which are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 4. Representations and Warranties.

The Debtor represents and warrants to the Collateral Agent that a true and correct list of all of the existing Collateral consisting of U.S. Trademarks that has been applied for, registered or acquired subsequent to the Effective Date but prior to the date hereof is set forth in Schedule A.

SECTION 5. Further Acts.

To the extent required by the Pledge and Security Agreement on a continuing basis, the Debtor 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 the 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 Debtor. In addition, the Debtor authorizes the Collateral Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Collateral Agent, at the expense of the Debtor.

SECTION 6. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Collateral Agent and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 7. 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 8. 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. 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 and the Pledge and Security Agreement.

SECTION 9. 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 or electronic transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic transmission 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 10. Termination.

(a) Upon the irrevocable payment in full and discharge of all Obligations (other than contingent indemnification obligations, not then due and payable), the security interests created by this Agreement shall terminate, all rights to the Collateral shall revert to the Debtor and the Collateral Agent (at the Debtor's expense) shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be reasonably necessary to evidence termination of all such security interests given by the Debtor to the Collateral Agent hereunder, including cancellation of this Agreement by written notice from the Collateral Agent to the PTO.

(b) The Debtor shall automatically be released from its obligations hereunder and the security interest in the Collateral of the Debtor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement, as a result of which the Debtor ceases to be a Domestic Subsidiary of any Loan Party. Upon any sale, disposition or other transfer (other than by lease or license) by the Debtor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to the terms of subsection 9.5 of the Credit Agreement on or after the Effective Date, the security interest in such Collateral shall be automatically released and such Collateral sold free and clear of the Lien and security interests created hereby. In connection with any termination or release pursuant to the preceding two sentences, the Collateral Agent shall execute and deliver to the Debtor, at the Debtor's expense, all documents that the Debtor shall reasonably request to evidence such termination or release.

SECTION 11. No Inconsistent Requirements.

The Debtor 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 the Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 12. 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 13. Notices.

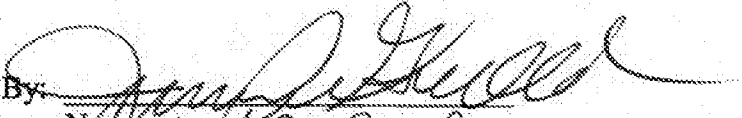
All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Signature pages follow]

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

“DEBTOR”:

QQ SOLUTIONS, INC.,

By: 
Name: Jennifer Guild
Title: General Counsel

**BANK OF AMERICA, N.A., as the Second
Lien Collateral Agent,**

by



**Name: Chris Joseph
Title: Vice President**

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to the Second Lien Trademark Security Agreement

U.S. Trademarks of Debtor

Trademark Name	Owner	Registration Number/Date
QQ Solutions	QQ Solutions, Inc.	4,692,345 July 18, 2014
QQ Catalyst	QQ Solutions, Inc.	4,469,430 April 23, 2013