

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/30/2016	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vertafore, Inc.		
Street Address:	11724 NE 195th Street		
City:	Bothell		
State/Country:	WASHINGTON		
Postal Code:	98011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76519217	INSTAR	
Serial Number:	85257520	ENGAGE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/05/2016		
Total Attachments: 5			
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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Bank of America, N.A.</p> <p><input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>Vertafore, Inc.</u></p> <p>Street Address: <u>11724 NE 195th Street</u></p> <p>City: <u>Bothell</u></p> <p>State: <u>WA</u></p> <p>Country: <u>USA</u> Zip: <u>98011</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>USA-DE</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance/Execution Date(s) :</p> <p>Execution Date(s) <u>June 30, 2016</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest</u></p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No. (s) Text See Schedule I</p> <p>B. Trademark Registration No. (s) See Schedule I</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Elaine Carrera, Legal Assistant</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>c/o Cahill Gordon & Reindel LLP</u> <u>80 Pine Street</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10005</u></p> <p>Phone Number: <u>(212) 701-3365</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>ecarrera@cahill.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>	

9. Signature: Elaine Carrera June 30, 2016

Signature Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF TRADEMARK SECURITY INTEREST (Second Lien), dated as of June 30, 2016 (this “Release”), by Bank of America, N.A., in its capacity as Administrative Agent and Collateral Agent (as defined below), in favor of the Company (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Second Lien Credit Agreement or the Second Lien Security Agreement, as applicable, referred to below.

Reference is made to (i) the Second Lien Credit Agreement dated as of October 29, 2010, as amended by Amendment No. 1 dated as of July 26, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Vertafore, Inc., a Delaware corporation (the “Company”), VF Holding Corp., a Delaware corporation (“Holdings”), the Lenders party thereto, Bank of America, N.A., as administrative agent and as collateral agent (in such capacities, the “Administrative Agent” and the “Collateral Agent” respectively), and the other agents party thereto, (ii) the Second Lien Pledge and Security Agreement, dated as of October 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”), among the Company, Holdings, the Subsidiary Guarantors party thereto and the Collateral Agent and (iii) the Second Lien Trademark Security Agreement dated as of October 29, 2010 (as supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”) among the Company, Holdings, the Subsidiary Guarantors party thereto (together with the Company and Holdings, the “Grantors”) and the Collateral Agent.

WHEREAS, pursuant to the Second Lien Credit Agreement, the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Company set forth on Schedule I hereto (the “Trademarks”), which security interest was recorded with the United States Patent & Trademark Office on May 4, 2011 at Reel/Frame 004533/0453.

WHEREAS, in connection with the termination of the Term Loan Commitments under the Second Lien Credit Agreement, the payment in full of all of the Term Loans and other Obligations (other than contingent indemnification obligations, in each case, not due and payable) and the release of security interests under the Loan Documents, the Company has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Second Lien Trademark Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish, terminate and discharge any and all security interests it has against the Trademarks and reassigns all right, title and interest it has in the Trademarks to the Company. The Collateral Agent authorizes the Company to file this Release with the United States Patent and Trademark Office to evidence the release and termination of the Collateral Agent’s security interests in the Trademarks made hereunder. The Collateral Agent shall take all further actions and provide to the Company, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Company and at the sole cost and expense of the

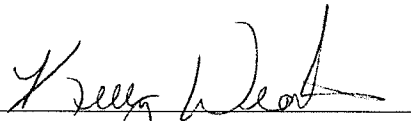
Company, to more fully and effectively effectuate the purposes of this Release. The execution and/or delivery of this Release by the Collateral Agent shall be without recourse to or warranty by the Collateral Agent or any Secured Party.

THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

BANK OF AMERICA, N.A.,
in its capacity as Collateral Agent,

By: 
Name: Kelly Weaver
Title: Vice President

[Signature Page to Vertafore Second Lien Trademark Release (2011)]

TRADEMARK
REEL: 005826 FRAME: 0858

Schedule I

U.S. Trademark of the Company

Trademark Name	Owner	Application Number/Filing Date	Registration Number/Date	Expiration Date
INSTAR	Vertafore, Inc.	Number: 76/519,217 Date: 5/19/2003	Number: 2,839,855 Date: 5/11/2004	

Pending U.S. Trademark Application of the Company

Trademark Name	Owner	Application Number/Filing Date	Registration Number/Date
ENGAGE	Vertafore, Inc.	Number: 85/257,520 Date: 3/3/2011	