

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390229

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. (merged with QQ Solutions, 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	
Registration Number:	4692345	QQ SOLUTIONS	
Registration Number:	4469430	QQ CATALYST	
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			
source=Vertafore - 2015 Trademark Release (Second Lien-BAML) [EXECUTED]#page1.tif			
source=Vertafore - 2015 Trademark Release (Second Lien-BAML) [EXECUTED]#page2.tif			
source=Vertafore - 2015 Trademark Release (Second Lien-BAML) [EXECUTED]#page3.tif			
source=Vertafore - 2015 Trademark Release (Second Lien-BAML) [EXECUTED]#page4.tif			

OP \$65.00 4692345

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 Grantor set forth on Schedule I hereto (the “Trademarks”), which security interest was recorded with the United States Patent & Trademark Office on June 25, 2015 at Reel/Frame 5561/0124.

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 Grantors have informed the Collateral Agent of their 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 Grantors. 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 Grantors, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Grantors and at the sole cost and expense of the

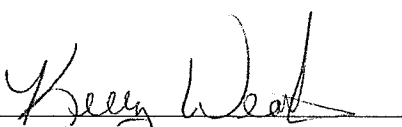
Grantors, to more fully and effectively effectuate the purposes of this Release. The execution and/or delivery of this Release by the Collateral Agent shall be without recourse to or warranty by the Collateral Agent or any Secured Party.

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.

[Remainder of page intentionally left blank]

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 (2015)]

TRADEMARK
REEL: 005829 FRAME: 0449

Schedule I

TRADEMARKS AND TRADEMARK APPLICATIONS of the GRANTOR

U.S. Trademarks of Grantor

Trademark Name	Owner	Application Number/ Date	Registration Number/ Date
QQ Solutions	QQ Solutions, Inc.	86341609 July 18, 2014	4,692,345 February 24, 2015
QQ Catalyst	QQ Solutions, Inc.	85912504 April 23, 2013	4,469,430 January 21, 2014

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.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 30, 2016

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Vertafore, Inc. (merged with QQ Solutions, Inc.)

Street Address: 11724 NE 195th Street

City: Bothell

State: WA

Country: USA Zip: 98011

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

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

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3355

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

June 30, 2016

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

TRADEMARK