

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertafore, Inc.		06/30/2016	Corporation: DELAWARE
Vertafore FSC, Inc.		06/30/2016	Corporation: CALIFORNIA
Sircon Corporation		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	2871882	AFW	
Registration Number:	4623330	AGENCYEDGE	
Registration Number:	1862840	AMS	
Registration Number:	2877199	AMS360	
Registration Number:	2471952	BENEFITPOINT	
Registration Number:	3525237	CLIENTCONNECT	
Registration Number:	3150569	COMPLIANCE EXPRESS	
Registration Number:	3990503		
Registration Number:	4265105	ENGAGE	
Registration Number:	3439225	FINANCEPRO	
Registration Number:	3971724	FSC PIPELINE	
Registration Number:	2111943	FSC RATER	
Registration Number:	3219294	I	
Registration Number:	3221132	IMAGERIGHT	
Registration Number:	4523464	IMAGERIGHT FASTTRACK	
Registration Number:	2839885	INSTAR	
Registration Number:	3456389	PREVAIL NETWORK	

OP \$1015.00 2871882

Property Type	Number	Word Mark
Registration Number:	3736985	PRODUCER EXPRESS
Registration Number:	3528183	PRODUCER PLUS
Registration Number:	4469430	QQ CATALYST
Registration Number:	4033992	QQ EVOLUTION
Registration Number:	4692345	QQ SOLUTIONS
Registration Number:	3794260	REFERENCECONNECT
Registration Number:	2747084	SAGE
Registration Number:	2871880	SAGITTA
Registration Number:	3363776	SILVERPLUME
Registration Number:	2728855	SILVERPLUME
Registration Number:	2397583	SIRCON
Registration Number:	4173966	SIRCON
Registration Number:	3471270	SIRCON FOR STATES
Registration Number:	2881432	TRANSACTNOW
Registration Number:	3867724	TRANSACTNOW
Registration Number:	4060405	VERTAFORE
Registration Number:	4060789	VERTAFORE
Registration Number:	3163443	VERTAFORE
Registration Number:	4023154	VERTAFORE
Registration Number:	4726100	VERTAFORE PRODUCER ADVANTAGE
Registration Number:	3994356	VERTAFORE. UNLEASH YOUR POTENTIAL.
Registration Number:	4392599	WORKSMART
Registration Number:	4165011	WORKSMART

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 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:	07/07/2016

Total Attachments: 7

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SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of June 30, 2016 (this "Agreement"), is made by Vertafore, Inc., a Delaware Corporation, Sircon Corporation, a Delaware Corporation, and Vertafore FSC, Inc., a California Corporation (each a "Grantor" and, collectively, the "Grantors"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Second Lien Credit Agreement, dated as of June 30, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Project Viking Intermediate, LLC, a Delaware limited liability company, Project Viking Merger Sub, Inc., a Delaware corporation (as further defined in Section 1.1 of the Credit Agreement, the "Borrower"), the Lenders from time to time party thereto, Cortland Capital Market Services LLC, as the Administrative Agent and the Collateral Agent, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of June 30, 2016 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by such Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Agreement.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS 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.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VERTAFØRE, INC., as a Grantor

By: 

Name: Dave Arkley

Title: Senior Vice President, CFO and
Treasurer

SIRCON CORPORATION, as a Grantor

By: 

Name: Dave Arkley

Title: Senior Vice President, CFO and
Treasurer

VERTAFØRE FSC, INC., as a Grantor

By: 

Name: Dave Arkley

Title: Senior Vice President, CFO and
Treasurer

CORTLAND CAPITAL MARKET SERVICES LLC
as the Collateral Agent

By: 

Name:

Polina Arsentyeva

Title:

Associate Counsel

SCHEDULE A**U.S. Trademark Registrations and Applications**

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Vertafore, Inc.	78-311,507	2,871,882	AFW
Vertafore, Inc.	86-018,276	4,623,330	AGENCYEDGE
Vertafore, Inc.	74-441,488	1,862,840	AMS (and Design)
Vertafore, Inc.	78-220,541	2,877,199	AMS360
Vertafore, Inc.	75-536,804	2,471,952	BENEFITPOINT
Vertafore, Inc.	77-239,811	3,525,237	CLIENTCONNECT
Sircon Corporation	78-566,503	3,150,569	COMPLIANCE EXPRESS
Vertafore, Inc.	77-685,308	3,990,503	DESIGN (ZIGZAG)
Vertafore, Inc.	85-257,520	4,265,105	ENGAGE
Vertafore, Inc.	77-142,876	3,439,225	FINANCEPRO
Vertafore FSC, Inc.	85-009,535	3,971,724	FSC PIPELINE
Vertafore FSC, Inc.	75-148,505	2,111,943	FSC RATER
Vertafore, Inc.	76-654,254	3,219,294	I (STYLIZED AND DESIGN)
Vertafore, Inc.	76-654,255	3,221,132	IMAGERIGHT
Vertafore, Inc.	85-981,479	4,523,464	IMAGERIGHT FASTTRACK
Vertafore, Inc.	76-519,217	2,839,885	INSTAR
Vertafore, Inc.	77-142,708	3,456,389	PREVAIL NETWORK
Sircon Corporation	78-566,471	3,736,985	PRODUCER EXPRESS
Vertafore, Inc.	77-099,372	3,528,183	PRODUCER PLUS
Vertafore, Inc.	85-912,504	4,469,430	QQ CATALYST
Vertafore, Inc.	85-184,013	4,033,992	QQ EVOLUTION
Vertafore, Inc.	86-341,609	4,692,345	QQ SOLUTIONS
Vertafore, Inc.	77-644,841	3,794,260	REFERENCECONNECT
Vertafore, Inc.	78-071,715	2,747,084	SAGE
Vertafore, Inc.	78-311,305	2,871,880	SAGITTA
Vertafore, Inc.	78-927,809	3,363,776	SILVERPLUME
Vertafore, Inc.	76-409,291	2,728,855	SILVERPLUME
Sircon Corporation	75-777,627	2,397,583	SIRCON
Sircon Corporation	85-320,015	4,173,966	SIRCON
Sircon Corporation	77-339,950	3,471,270	SIRCON FOR STATES
Vertafore, Inc.	78-220,539	2,881,432	TRANSACTNOW
Vertafore, Inc.	85-039,215	3,867,724	TRANSACTNOW
Vertafore, Inc.	77-683,911	4,060,405	VERTAFORE
Vertafore, Inc.	77-982,628	4,060,789	VERTAFORE

Vertafore, Inc.	78-353,535	3,163,443	VERTAFORE
Vertafore, Inc.			VERTAFORE (STYLIZED AND
	77-685,275	4,023,154	DESIGN)
Vertafore, Inc.			VERTAFORE PRODUCER
	86-049,822	4,726,100	ADVANTAGE
Vertafore, Inc.			VERTAFORE. UNLEASH
	77-683,908	3,994,356	YOUR POTENTIAL.
Vertafore, Inc.	77-965,129	4,392,599	WORKSMART
Vertafore, Inc.	77-983,145	4,165,011	WORKSMART

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):

1. Vertafore, Inc.
2. Vertafore FSC, Inc.
3. Siron Corporation

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: 1. DE; 2. CA; 3. DE
☐ Other

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 ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Cortland Capital Market Services LLC, as Collateral Agent

Street Address: 225 W. Washington Street, 21st Floor

City: Chicago

State: Illinois

Country: USA Zip: 60606

- ☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

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) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

40

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: 7

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