OP \$1665.00 2871882

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VERTAFORE, INC.		07/29/2010	CORPORATION: DELAWARE
BENEFITPOINT, INC.		07/29/2010	CORPORATION: DELAWARE
SIRCON CORPORATION		07/29/2010	CORPORATION: DELAWARE
IMAGERIGHT, INC.		07/29/2010	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	2871882	AFW
Registration Number:	3054905	AMS
Registration Number:	2964958	AMS
Registration Number:	1862840	AMS
Registration Number:	3054904	AMS
Registration Number:	2877199	AMS 360
Registration Number:	2838618	AMS 360
Registration Number:	3439223	AMS FINANCEPRO
Registration Number:	3456387	AMS PREVAIL NETWORK
Registration Number:	3528184	AMS PRODUCER PLUS
Registration Number:	3137845	AMS RACKLEY
Registration Number:	3163523	APTUS TRADEMARK

900169086 REEL: 004258 FRAME: 0111

TRADEMARK

Registration Number:	2471952	BENEFITPOINT
Registration Number:	3079410	BENEFITPOINT WHERE EMPLOYEE BENEFITS PROFESSIONALS CONNECT
Registration Number:	2531464	CARRIERS BROKERS EMPLOYERS EMPLOYEES
Registration Number:	3525237	CLIENTCONNECT
Registration Number:	3150569	COMPLIANCE EXPRESS
Registration Number:	3439225	FINANCEPRO
Registration Number:	2827840	FORM WORKS
Registration Number:	2879241	INNOVATION@WORK
Registration Number:	2961969	INNOVATION@WORK
Registration Number:	3198111	INTEGRATION EXPRESS
Registration Number:	3456389	PREVAIL NETWORK
Registration Number:	1237819	PRIORITY
Registration Number:	2906930	PRIORITY AGENCY
Registration Number:	2504009	PRIORITY-QUOTE
Registration Number:	2406121	PRIORITYRATE
Registration Number:	3736985	PRODUCER EXPRESS
Registration Number:	3528183	PRODUCER PLUS
Registration Number:	1638945	PS4
Registration Number:	3001033	PS4 PLUS
Registration Number:	3243243	QUOTE WORKS
Registration Number:	3283486	RATE WRITE
Registration Number:	3105348	REFERENCE EXPRESS
Registration Number:	3794260	REFERENCECONNECT
Registration Number:	2747084	SAGE
Registration Number:	2871880	SAGITTA
Registration Number:	3152367	SERVICE 24/7 ALWAYS OPEN!
Registration Number:	3152780	SERVICE 24/7 ALWAYS OPEN!
Registration Number:	3177811	SET WRITE
Registration Number:	2438281	SHOP THE LIMITS
Registration Number:	3363776	SILVERPLUME
Registration Number:	2728855	SILVERPLUME
Registration Number:	2728857	SILVER PLUME
Registration Number:	3302353	SILVERPLUME MARKETS
Registration Number:	2397583	SIRCON
		TRADEMARK

REEL: 004258 FRAME: 0112

Registration Number:	3471270	SIRCON FOR STATES
Registration Number:	2820324	SPEED RATER
Registration Number:	3206644	THE RIGHT WAY TO WRITE MORE BUSINESS
Registration Number:	2881432	TRANSACTNOW
Registration Number:	2914451	TRANSACTNOW
Registration Number:	2891197	TRANSACTNOW PRACTICAL INTERFACE WORKFLOW
Registration Number:	2773181	TURNING INFORMATION INTO ANSWERS.
Registration Number:	3163443	VERTAFORE
Registration Number:	2875875	WE DO IT RIGHT!
Registration Number:	3221132	IMAGERIGHT
Registration Number:	3219294	I
Registration Number:	3356803	DOCUMENTSANYWHERE
Serial Number:	77685308	
Serial Number:	78644959	SAGE
Serial Number:	78644921	SAGE MARKETS
Serial Number:	85039215	TRANSACTNOW
Serial Number:	77683911	VERTAFORE
Serial Number:	77685275	VERTAFORE
Serial Number:	77683908	VERTAFORE. UNLEASH YOUR POTENTIAL.
Serial Number:	77965129	WORKSMART

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

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:	36033
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/10/2010

Total Attachments: 13



RECORDATION FOR TRADEMA	RM COVER SHEET RKS ONLY				
To the Director of the U.S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.				
1. Name of conveying party(ies): VERTAFORE, INC.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?				
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☑ Corporation- State: DELAWARE ☐ Other ☐ Citizenship (see guidelines) ☐ Additional names of conveying parties attached? ☑ Yes ☐ No 3. Nature of conveyance)/Execution Date(s) : Execution Date(s) July 29, 2010 ☐ Assignment ☐ Merger ☑ Security Agreement ☐ Change of Name ☐ Other	Name: CREDIT SUISSE AG, AS COLLATERAL AGENT Internal Address: Street Address: 11 Madison Avenue City: New York State: New York Country: U.S.A. Zip: 10010 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Bank Citizenship Switzerland If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes ✓ No				
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See attached Schedule A C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) See attached Schedule A Additional sheet(s) attached? Yes No				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: IP Research Plus	6. Total number of applications and registrations involved: 66				
Internal Address: Attn: Penelope J.A. Agodoa Street Address:21 Tadcaster Circle	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed				
City: Waldorf State: MD Zip: 20602	8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date				
Phone Number: 301-638-0511 Fax Number: 866-826-5420 Email Address: orders@ipresearchplus.com	b. Deposit Account Number Authorized User Name				
9. Signature: Charles Constitution of Signature	August 4, 2010 Date				
Alexander Kain Name of Person Signing	Total number of pages including cover sheet, attachments, and document:				

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

Names of additional conveying parties for the Trademark Security Agreement Cover Sheet:

BENEFITPOINT, INC. - a Delaware Corporation

SIRCON CORPORATION - a Delaware Corporation

IMAGERIGHT, INC. - a Georgia Corporation

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") dated as of July 29, 2010, among each of the undersigned (each a "<u>Debtor</u>" and collectively, the "<u>Debtors</u>") and Credit Suisse AG ("<u>CS</u>"), 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 "<u>Collateral Agent</u>").

Reference is made to (a) the Credit Agreement dated as of July 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 lenders from time to time party thereto (the "Lenders") and CS, as Administrative Agent, Collateral Agent, Swing Line Lender and Issuing Bank, and Bank of America, N.A., as Issuing Bank and Syndication Agent, and (b) the Pledge and Security Agreement dated as of July 29, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among Holdings, the Company, the Subsidiary Guarantors and the Collateral Agent.

SECTION 1. Definitions; Interpretation.

- (a) <u>Terms Defined in Credit Agreement</u>. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.
- (b) <u>Certain Defined Terms</u>. 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.

"<u>UCC</u>" means the Uniform Commercial Code as in effect from time to time in the State of New York.

- (c) <u>Terms Defined in UCC</u>. 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) <u>Construction</u>. 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 any 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.

[[3226910]]

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, each of the Debtors 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 such 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 such 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 <u>Schedule A</u> 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 such 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) <u>Continuing Security Interest</u>. Each of the Debtors agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with <u>Section 10</u>.

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.

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SECTION 4. Representations and Warranties.

Each of the Debtors represents and warrants to the Collateral Agent that a true and correct list of all of the existing Collateral consisting of U.S. Trademarks, as of the Effective Date, is set forth in <u>Schedule A</u>.

SECTION 5. Further Acts.

To the extent required by the Pledge and Security Agreement on a continuing basis, each of the Debtors 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 such 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 Debtors. In addition, each of the Debtors 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 Debtors.

SECTION 6. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtors, the Collateral Agent and their respective successors and assigns. No Debtor may 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

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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, Hedge Obligations under Secured Hedge Agreements or Cash Management Obligations, in each case, not then due and payable) and the cancelation or expiration of all Letters of Credit (or the making of other arrangements with respect to such Letters of Credit reasonably satisfactory to the Administrative Agent and each relevant Issuing Bank), the security interests created by this Agreement shall terminate, all rights to the Collateral shall revert to each Debtor, and the Collateral Agent (at the Debtors' expense) shall promptly execute and deliver to the Debtors such documents and instruments reasonably requested by the Debtors as shall be reasonably necessary to evidence termination of all such security interests given by any Debtor to the Collateral Agent hereunder, including cancellation of this Agreement by written notice from the Collateral Agent to the PTO.
- (b) A Debtor that is a Subsidiary Guarantor shall automatically be released from its obligations hereunder and the security interest in the Collateral of such Debtor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement, as a result of which such 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 any 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 10.5 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

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preceding two sentences, the Collateral Agent shall execute and deliver to any Debtor, at such Debtor's expense, all documents that such Debtor shall reasonably request to evidence such termination or release.

SECTION 11. No Inconsistent Requirements.

Each of the Debtors 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 each of the Debtors 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]

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[[3226910]]

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

"DEBTORS":

VF HOLDING CORP.
VERTAFORE, INC.
ALLENBROOK, INC.
BENEFITPOINT HOLDING CORP.
BENEFITPOINT, INC.
SIRCON CORPORATION

By:

Name: Jeffrey Groh

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

CREDIT SUISSE AG, CAYMAN ISLANDS

BRANCH,

as Collateral Agent

By: Name:

MIKHAIL FAYBUSOVICH Title: VICE PRESIDENT

By: Name: Title:

Christopher Reo Day Associate

SCHEDULE A

to the Trademark Security Agreement Debtors:

VF HOLDING CORP.
VERTAFORE, INC.
ALLENBROOK, INC.
BENEFITPOINT HOLDING CORP.
BENEFITPOINT, INC.
SIRCON CORPORATION

TRADEMARKS AND TRADEMARK APPLICATIONS of the DEBTORS¹

	Country Name/Jurisdiction	Owner Name	Trademark Status		Application. Number	Registration Number	Registration Date
Trademark Name	United States of	Vertafore.					to the second
AFW	America	Inc.	Registered	10/9/2003	78-311,507	2,871,882	8/10/2004
Auw	United States of	Vertafore,					
AMS	America	Inc.	Registered	2/9/2005	78-563,317	3,054,905	1/31/2006
7840	United States of	Vertafore,					
AMS (and Design)	America	Inc	Registered	8/15/2003	78-288,072	2,964,958	7/5/2005
	United States of	Vertafore,					
AMS (and Design)	America	Inc	Registered	9/29/1993	74-441,488	1,862,840	11/15/1994
	United States of	Vertafore,					
AMS (Stylized)	America	Inc.	Registered	2/9/2005	78-563,315	3,054,904	1/31/2006
	United States of	Vertafore,					0/04/0004
AMS 360	America	inc	Registered	3/1/2003	78-220,541	2,877,199	8/24/2004
	United States of	Vertafore,	l	2/2/2000	50 000 55/	2 020 (10	5/4/2004
AMS 360 (AND DESIGN)	America	Inc	Registered	3/3/2003	78-220,776	2,838,618	5/4/2004
	United States of	Vertafore,	, ,	2/20/2007	77 142 702	2 420 222	6/3/2008
AMS FINANCEPRO	America	Inc	Registered	3/28/2007	77-142,782	3,439,223	0/3/2008
	United States of	Vertafore,	Basintanad	3/28/2007	77-142,548	3,456,387	7/1/2008
AMS PREVAIL NETWORK	America	Inc.	Registered	3/28/2007	17-142,346	3,430,387	7/1/2008
co pp opulate pi via	United States of	Vertafore,	Registered	2/5/2007	77-099,473	3,528,184	11/4/2008
AMS PRODUCER PLUS	America United States of	Inc Vertafore,	Registered	2/3/2007	77-022,413	3,520,104	11/4/2000
ANG DACKLEY & DESIGN	America	Inc.	Registered	3/24/2004	78-389.963	3,137,845	9/5/2006
AMS RACKLEY & DESIGN	United States of	BenefitPoint,	Registered	3/24/2004	70 507,705	5,157,615	7.0.200
ADTLIC	America	Inc.	Registered	5/12/2004	78-417,558	3,163,523	10/24/2006
APTUS	United States of	BenefitPoint,	Registered	371272001	70 117,550		
BENEFITPOINT	America	Inc.	Registered	8/14/1998	75-536,804	2,471,952	7/24/2001
BENEFITPOINT WHERE	71110/104			<u> </u>	1		
EMPLOYEE BENEFITS							
PROFESSIONALS	United States of	BenefitPoint,				1	
CONNECT	America	Inc.	Registered	4/12/2005	78-607,066	3,079,410	4/11/2006
CARRIERS BROKERS	United States of	BenefitPoint,	Registered	4/10/2000	76-022,851	2,531,464	1/22/2002

¹ BenefitPoint, Inc. will be merged into Vertafore, Inc. during calendar year 2010, at which point its trademarks and trademark applications will be owned by Vertafore, Inc. by operation of law

Trademark Name	Country	Cyyner Name	Trademark Status		Application Number	Registration Number	Registration Date
EMPLOYERS EMPLOYEES (and Design)	America	Inc.					
CLIENTCONNECT	United States of America	Vertafore, Inc.	Registered	7/26/2007	77-239,811	3,525,237	10/28/2008
COMPLIANCE EXPRESS	United States of America	Sircon Corporation	Registered	2/14/2005	78-566,503	3,150,569	10/3/2006
DESIGN (ZIGZAG)	United States of America	Vertafore, Inc.	Pending	3/6/2009	77-685,308		
FINANCEPRO	United States of America	Vertafore, Inc.	Registered	3/28/2007	77-142,876	3,439,225	6/3/2008
FORMWORKS (AND DESIGN)	United States of America	Vertafore, Inc	Abandoned	11/5/2002	78-181,960	2,827,840	3/30/2004
INNOVATION@WORK	United States of America	Vertafore, Inc	Registered	3/1/2003	78-220,543	2,879,241	8/31/2004
INNOVATION@WORK (AND DESIGN)	United States of America	Vertafore, Inc. Sircon	Registered	3/3/2003	78-220,737	2,961,969	6/14/2005
INTEGRATION EXPRESS	United States of America	Corporation Vertafore,	Registered	3/8/2005	78-582,284	3,198,111	1/16/2007
PREVAIL NETWORK	United States of America	Inc. Vertafore,	Registered	3/28/2007	77-142,708	3,456,389	7/1/2008
PRIORITY	United States of America	Inc. Vertafore,	Registered	4/8/1982	73-358,785	1,237,819	5/10/1983
PRIORITY AGENCY	United States of America United States of	Inc. Vertafore,	Registered	3/1/2002	76-376,315	2,906,930	11/30/2004
PRIORITY-QUOTE	America	Inc. Vertafore,	Registered	10/26/2000	76-153,821	2,504,009	11/6/2001
PRIORITYRATE (Stylized)	United States of America United States of	Inc.	Registered	11/26/1999	75-858,543	2,406,121	11/21/2000
PRODUCER EXPRESS	America United States of	Corporation Vertafore,	Registered	2/14/2005	78-566,471	3,736,985	1/12/2010
PRODUCER PLUS	America United States of	Inc. Vertafore,	Registered To Be	2/5/2007	77-099,372	3,528,183	11/4/2008
PS4 (and Design)	America United States of	Inc. Vertafore,	Abandoned To Be	2/23/1990	74-038,150	1,638,945	3/26/1991
PS4 PLUS (AND DESIGN) QUOTE WORKS (AND	America United States of	Inc. Vertafore,	Abandoned	1/30/2004	78-360,229	3,001,033	9/27/2005
DESIGN)	America United States of	Inc. Vertafore,	Registered	10/12/2004	76-615,836	3,243,243	5/22/2007
RATE WRITE (and Design)	America United States of	Inc Sircon	Registered	4/16/2004	78-402,974	3,283,486	8/21/2007
REFERENCE EXPRESS	America United States of	Corporation Vertafore,	Registered	2/14/2005	78-566,545	3,105,348	6/13/2006
REFERENCECONNECT	America United States of	Inc. Vertafore,	Registered	1/7/2009	77-644,841	3,794,260	5/25/2010
SAGE	America United States of	Inc Vertafore,	Registered	6/29/2001	78-071,715	2,747,084	8/5/2003
SAGE	America United States of	Inc Vertafore,	Pending	6/7/2005	78-644,959		
SAGE MARKETS	America United States of	Inc. Vertafore,	Pending	6/7/2005	78-644,921		
SAGITTA SERVICE 24/7 ALWAYS	America United States of	Inc. Vertafore,	Registered	10/9/2003	78-311,305	2,871,880	8/10/2004
OPEN! SERVICE 24/7 ALWAYS SERVICE 24/7 ALWAYS	America United States of	Inc. Vertafore,	Registered	6/17/2005	78-652,717	3,152,367	10/3/2006
OPEN! (AND DESIGN)	America United States of	Inc. Vertafore,	Registered	3/24/2004	78-389,887	3,152,780	10/10/2006
SET WRITE (AND DESIGN)	America	Inc.	Registered	4/16/2004	78-402,956	3,177,811	11/28/2006

Trademark Name	Country Name/Jurisdiction	Owner Name	Trademark Status	Filing Date	Application Number	Registration Number	Registration Date
	United States of	Vertafore,					
SHOP THE LIMITS	America	Inc	Registered	11/26/1999	75-858,568	2,438,281	3/27/2001
	United States of	Vertafore,					1/1/0000
SILVERPLUME	America	Inc	Registered	7/19/2006	78-927,809	3,363,776	1/1/2008
	United States of	Vertafore,					C/0.4/0.003
SILVERPLUME	America	Inc.	Registered	5/17/2002	76-409,291	2,728,855	6/24/2003
SILVERPLUME (STYLIZED	United States of	Vertafore,					C/04/0003
AND DESIGN)	America	Inc.	Registered	5/17/2002	76-409,468	2,728,857	6/24/2003
	United States of	Vertafore,					10/0/0007
SILVERPLUME MARKETS	America	Inc	Registered	6/16/2006	78-910,040	3,302,353	10/2/2007
	United States of	Sircon	1	1		2 205 502	10/24/2000
SIRCON	America	Corporation	Registered	8/16/1999	75-777,627	2,397,583	10/24/2000
	United States of	Sircon	İ				5/00/0000
SIRCON FOR STATES	America	Corporation	Registered	11/29/2007	77-339,950	3,471,270	7/22/2008
	United States of	Vertafore,	1		T. 403.050	2 020 224	3/2/2004
SPEED RATER	America	Inc	Abandoned	6/13/2002	76-423,079	2,820,324	3/2/2004
THE RIGHT WAY TO	United States of	Vertafore,			70.400.04 6	2 200 (44	2/6/2007
WRITE MORE BUSINESS	America	Inc.	Registered	4/16/2004	78-402,946	3,206,644	2/6/2007
	United States of	Vertafore,			70.000.500	2 901 422	9/7/2004
TRANSACTNOW	America	Inc	Registered	3/1/2003	78-220,539	2,881,432	9/ //2004
	United States of	Vertafore,	l		05 020 215		
TRANSACTNOW	America	Inc.	Pending	5/14/2010	85-039,215	 	
TRANSACTNOW (AND	United States of	Vertafore,		2/2/2002	79 220 700	2,914,451	12/28/2004
DESIGN)	America	Inc.	Registered	3/3/2003	78-220,700	2,914,431	12/20/2004
TRANSACTNOW							
PRACTICAL INTERFACE	1	N		1	1		
WORKFLOW (AND	United States of	Vertafore,	Registered	3/3/2003	78-220,715	2,891,197	10/5/2004
DESIGN)	America	Inc. Vertafore,	Registered	3/3/2003	76-220,713	2,071,177	10/2/2001
TURNING INFORMATION	United States of	Inc	Registered	5/17/2002	76-409,469	2,773,181	10/14/2003
INTO ANSWERS	America United States of	Vertafore,	Registered	3/1//2002	70-405,405	2,775,101	10/11/2000
VEDTAFORE	America	Inc.	Pending	3/5/2009	77-683,911		
VERTAFORE	United States of	Vertafore,	1. Chaing	3/3/2007	1, 000,577	 	
VEDTAFORE	America	Inc.	Registered	1/19/2004	78-353,535	3,163,443	10/24/2006
VERTAFORE VERTAFORE (STYLIZED	United States of	Vertafore,	10gistored	1.1,2301			
`	America	Inc.	Allowed	3/6/2009	77-685,275		
AND DESIGN) VERTAFORE. UNLEASH	United States of	Vertafore,	11101104	5.0.2307		1	
YOUR POTENTIAL.	America	Inc.	Allowed	3/5/2009	77-683,908	1	
WE DO IT RIGHT!	United States of	Sircon	To Be	1			
	America	Corporation	Abandoned	8/16/1999	75-777,768	2,875,875	8/24/2004
(STYLIZED)	United States of	Vertafore,	. ioundoned	1	1		
WORKSMART	America	Inc.	Pending	3/22/2010	77-965,129	1	
WORKSWIAKI	Taillettea	1	B				

Trademark Name	Country	Owner ²	Status	Application Number/Filing Date	Registration Number/Date
IMAGERIGHT	United States	ImageRight, Inc. (f/k/a Advanced Solutions, Inc.) 1510 Klondike Road Suite 400 Conyers, Georgia 30094 (Merger documents filed with USPTO 7/19/2010)	Registered	76/654,255 January 30, 2006	3,221,132 March 27, 2007
	United States	ImageRight, Inc (f/k/a Advanced Solutions, Inc.) 1510 Klondike Road Suite 400 Conyers, Georgia 30094 (Merger documents filed with USPTO 7/19/2010)	Registered	76/654,254 January 30, 2006	3,219,294 March 20, 2007
DocumentsAnywhere	United States	ImageRight, Inc (f/k/a Advanced Solutions, Inc.) 1510 Klondike Road Suite 400 Conyers, Georgia 30094 (Merger documents filed with USPTO 7/19/2010)	Registered	76/639,820 May 31, 2005	3,356,803 December 18, 2007

TRADEMARK
REEL: 004258 FRAME: 0127

RECORDED: 08/10/2010

² NOTE: These trademarks and applications are filed under Advanced Solutions, Inc. or ImageRight, Inc., which merged into Vertafore, Inc. The names on these applications are in the process of being changed to Vertafore, Inc. as of the date hereof for all identified trademarks.