# 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.		10/29/2010	CORPORATION: DELAWARE
BENEFITPOINT, INC.		10/29/2010	CORPORATION: DELAWARE
SIRCON CORPORATION		10/29/2010	CORPORATION: DELAWARE

# RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT			
Street Address:	ONE BRYANT PARK			
City:	NEW YORK			
State/Country:	NEW YORK			
Postal Code:	10036			
Entity Type:	Association: UNITED STATES			

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

TRADEMARK REEL: 004408 FRAME: 0971

900176845

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

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:	36288
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/08/2010

Total Attachments: 12



Form PTO-1594 (Rev. 07/05) United States Patent and Trademark Office OMB Collection 0651-0027 (exp. 6/30/2008) **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. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Yes Yes VERTAFORE, INC. Additional names, addresses, or citizenship attached? ✓ No Name: BANK OF AMERICA, N.A., AS COLLATERAL AGENT Association Individual(s) Address: Limited Partnership ☐ General Partnership Street Address: ONE BRYANT PARK ✓ Corporation- State: DELAWARE City: NEW YORK \_\_ Other State: NEW YORK Citizenship (see guidelines) Country: U.S.A. Zip: 10036 Additional names of conveying parties attached? 📝 Yes 📝 No ✓ Association Citizenship General Partnership Citizenship \_\_\_ 3. Nature of conveyance )/Execution Date(s): \_\_ Limited Partnership Citizenship \_\_\_\_ Execution Date(s) OCTOBER 29, 2010 Corporation Citizenship\_ Assignment Merger \_\_ Other\_ Citizenship ✓ Security Agreement Change of Name If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No U Other (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) A. Trademark Application No.(s) SEE ATTACHED SCHEDULE A. SEE ATTACHED SCHEDULE A. 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 6. Total number of applications and concerning document should be mailed: 66 registrations involved: Name: IP Research Plus 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\_ Internal Address: Authorized to be charged by credit card Attn: Penelope J.A. Agodoa Street Address: \_ Enclosed 21 Tadcaster Circle 8. Payment Information: City: Waldorf a. Credit Card Last 4 Numbers Zip:<u>20602</u> State: MD Expiration Date \_\_\_\_\_ Phone Number: 301-638-0511 b. Deposit Account Number \_\_\_ Fax Number: <u>866-826-5420</u> Authorized User Name Email Address: <u>orders@ipresearchplus.com</u> 9. Signature: /// 11/4/10 Date Total number of pages including cover

> 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

ALEXANDRA SCHIFFRIN

Name of Person Signing

sheet, attachments, and document:

12

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

BENEFITPOINT, INC. - a Delaware Corporation

SIRCON CORPORATION - a Delaware Corporation

#### SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") dated as of October 29, 2010, among each of the undersigned (each a "<u>Debtor</u>" and collectively, the "<u>Debtors</u>") and Bank of America, N.A. ("<u>BofA</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 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 lenders from time to time party thereto (the "Lenders"), BofA, as Administrative Agent and Collateral Agent, and the other agents party thereto, 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 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.

# **SECTION 2. Security Interest.**

- (a) <u>Grant of Security Interest</u>. 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 "<u>Collateral</u>"):
- (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. 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.

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 Schedule A.

# **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

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 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 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 any Debtor, at such Debtor's expense, all documents that such Debtor shall reasonably request to evidence such termination or release.

4

# **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]

5

[[3246136]]

TRADEMARK

REEL: 004408 FRAME: 0981

"COLLATERAL AGENT":

BANK OF AMERICA, N.A.,

as Collateral Agent

By: \_

Name: Adam S. Cady Title: Managing Director

#### **SCHEDULE A**

to the Second Lien 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

		1 2					
Trademark Name	Country Name/Jurisdiction	Owner Name	Trademark Status	Filing Date	Application Number	Registration Number	Registration Date
Frauemark (vame	United States of	Vertafore,	Status	Date	Numer	(AUIIII)EI	Date
AFW	America	Inc.	Registered	10/9/2003	78-311,507	2,871,882	8/10/2004
Al W	United States of	Vertafore,	Registered	10/7/2003	76-311,307	2,071,002	0/10/2004
AMS	America	Inc.	Registered	2/9/2005	78-563,317	3,054,905	1/31/2006
TUVIO	United States of	Vertafore,	Registered	21712003	70-303,317	3,034,703	173172000
AMS (and Design)	America	Inc.	Registered	8/15/2003	78-288,072	2,964,958	7/5/2005
Time (and Besign)	United States of	Vertafore,	registered	0/15/2005	70 200,072	2,501,550	17372003
AMS (and Design)	America	Inc.	Registered	9/29/1993	74-441,488	1,862,840	11/15/1994
Tittle (und Design)	United States of	Vertafore,	registered	3/23/1333	7 1 111,100	1,002,010	11/13/1991
AMS (Stylized)	America	Inc.	Registered	2/9/2005	78-563,315	3,054,904	1/31/2006
	United States of	Vertafore,				-,,	
AMS 360	America	Inc.	Registered	3/1/2003	78-220,541	2,877,199	8/24/2004
	United States of	Vertafore,	8		7"	, , , , ,	
AMS 360 (AND DESIGN)	America	Inc.	Registered	3/3/2003	78-220,776	2,838,618	5/4/2004
,	United States of	Vertafore,			,	,	
AMS FINANCEPRO	America	Inc.	Registered	3/28/2007	77-142,782	3,439,223	6/3/2008
	United States of	Vertafore,	-				
AMS PREVAIL NETWORK	America	Inc.	Registered	3/28/2007	77-142,548	3,456,387	7/1/2008
	United States of	Vertafore,					
AMS PRODUCER PLUS	America	Inc.	Registered	2/5/2007	77-099,473	3,528,184	11/4/2008
	United States of	Vertafore,					
AMS RACKLEY & DESIGN	America	Inc.	Registered	3/24/2004	78-389,963	3,137,845	9/5/2006
	United States of	BenefitPoint,					
APTUS	America	Inc.	Registered	5/12/2004	78-417,558	3,163,523	10/24/2006
	United States of	BenefitPoint,					
BENEFITPOINT	America	Inc.	Registered	8/14/1998	75-536,804	2,471,952	7/24/2001
BENEFITPOINT WHERE							
EMPLOYEE BENEFITS							
PROFESSIONALS	United States of	BenefitPoint,					
CONNECT	America	Inc.	Registered	4/12/2005	78-607,066	3,079,410	4/11/2006
CARRIERS BROKERS							
EMPLOYERS EMPLOYEES	United States of	BenefitPoint,					
(and Design)	America	Inc.	Registered	4/10/2000	76-022,851	2,531,464	1/22/2002
CLIENTCONNECT	United States of	Vertafore,	Registered	7/26/2007	77-239,811	3,525,237	10/28/2008

<sup>&</sup>lt;sup>1</sup> BenefitPoint, Inc. is expected to 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.

[[3247555]]

	Country	Owner	Trademark	Filing	Application	Registration	Registration
Trademark Name	Name/Jurisdiction	Name	Status	Date	Number	Number	Date
	America	Inc.					
	United States of	Sircon					
COMPLIANCE EXPRESS	America	Corporation	Registered	2/14/2005	78-566,503	3,150,569	10/3/2006
	United States of	Vertafore,					
DESIGN (ZIGZAG)	America	Inc.	Allowed	3/6/2009	77-685,308		
	United States of	Vertafore,					
FINANCEPRO	America	Inc.	Registered	3/28/2007	77-142,876	3,439,225	6/3/2008
FORMWORKS (AND	United States of	Vertafore,	A1 1 1	11/5/2002	70 101 070	2 927 940	2/20/2004
DESIGN)	America United States of	Inc.	Abandoned	11/5/2002	78-181,960	2,827,840	3/30/2004
INNOVATION@WORK	America	Vertafore, Inc.	Abandoned	3/1/2003	78-220,543	2,879,241	8/31/2004
INNOVATION@WORK	United States of	Vertafore,	To be	3/1/2003	76-220,343	2,679,241	6/31/2004
(AND DESIGN)	America	Inc.	Abandoned	3/3/2003	78-220,737	2,961,969	6/14/2005
(MID DESIGN)	United States of	Sircon	7 Toundoned	3/3/2003	70-220,737	2,701,707	0/14/2003
INTEGRATION EXPRESS	America	Corporation	Registered	3/8/2005	78-582,284	3,198,111	1/16/2007
II VII OI II I	United States of	Vertafore,		5.5.255	, , , , , , , , , , , , , , , , , , , ,	0,130,111	1,10,200
PREVAIL NETWORK	America	Inc.	Registered	3/28/2007	77-142,708	3,456,389	7/1/2008
	United States of	Vertafore,				, ,	
PRIORITY	America	Inc.	Registered	4/8/1982	73-358,785	1,237,819	5/10/1983
	United States of	Vertafore,					
PRIORITY AGENCY	America	Inc.	Registered	3/1/2002	76-376,315	2,906,930	11/30/2004
	United States of	Vertafore,					
PRIORITY-QUOTE	America	Inc.	Registered	10/26/2000	76-153,821	2,504,009	11/6/2001
	United States of	Vertafore,	To be				
PRIORITYRATE (Stylized)	America	Inc.	Abandoned	11/26/1999	75-858,543	2,406,121	11/21/2000
PROPUGED EVENEGG	United States of	Sircon		2440005	70.566.471	2 726 005	1/10/0010
PRODUCER EXPRESS	America	Corporation	Registered	2/14/2005	78-566,471	3,736,985	1/12/2010
DDODUCED DI LIC	United States of America	Vertafore, Inc.	Dagistand	2/5/2007	77 000 272	2 520 102	11/4/2009
PRODUCER PLUS	United States of	Vertafore,	Registered To Be	2/5/2007	77-099,372	3,528,183	11/4/2008
PS4 (and Design)	America	Inc.	Abandoned	2/23/1990	74-038,150	1,638,945	3/26/1991
1 54 (and Design)	United States of	Vertafore,	To Be	2/23/1770	74-030,130	1,030,743	3/20/1771
PS4 PLUS (AND DESIGN)	America	Inc.	Abandoned	1/30/2004	78-360,229	3,001,033	9/27/2005
QUOTE WORKS (AND	United States of	Vertafore,	Troundoned	1,50,2001	, 0 000,229	3,001,000	3.22002
DESIGN)	America	Inc.	Registered	10/12/2004	76-615,836	3,243,243	5/22/2007
,	United States of	Vertafore,			,	, ,	
RATE WRITE (and Design)	America	Inc.	Registered	4/16/2004	78-402,974	3,283,486	8/21/2007
	United States of	Sircon					
REFERENCE EXPRESS	America	Corporation	Registered	2/14/2005	78-566,545	3,105,348	6/13/2006
	United States of	Vertafore,					
REFERENCECONNECT	America	Inc.	Registered	1/7/2009	77-644,841	3,794,260	5/25/2010
	United States of	Vertafore,					0.12.12002
SAGE	America	Inc.	Registered	6/29/2001	78-071,715	2,747,084	8/5/2003
GAGE	United States of	Vertafore,	D 1:	6/7/2005	70 (44.050		
SAGE	America	Inc.	Pending	6/7/2005	78-644,959		
SACE MADVETS	United States of	Vertafore, Inc.	Published	6/7/2005	79 644 021		
SAGE MARKETS	America United States of	Vertafore,	Published	6/7/2005	78-644,921		
SAGITTA	America	Inc.	Registered	10/9/2003	78-311,305	2,871,880	8/10/2004
SERVICE 24/7 ALWAYS	United States of	Vertafore,	Registered	10/7/2003	70-311,303	2,071,000	0/10/2004
OPEN!	America	Inc.	Registered	6/17/2005	78-652,717	3,152,367	10/3/2006
SERVICE 24/7 ALWAYS	United States of	Vertafore,		1.17.2005		5,102,507	20.0.2000
OPEN! (AND DESIGN)	America	Inc.	Registered	3/24/2004	78-389,887	3,152,780	10/10/2006
, , , ,	United States of	Vertafore,	-				
SET WRITE (AND DESIGN)	America	Inc.	Registered	4/16/2004	78-402,956	3,177,811	11/28/2006
	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,					
SILVERPLUME	America	Inc.	Registered	7/19/2006	78-927,809	3,363,776	1/1/2008

[[3247555]]

Trademark Name	Country Name/Jurisdiction	Owner Name	Trademark Status	Filing Date	Application Number	Registration Number	Registration Date
11 auemai & Name	United States of	Vertafore,	Status	Daw	миниен	Number	Patt
SILVERPLUME	America	Inc.	Registered	5/17/2002	76-409,291	2,728,855	6/24/2003
SILVERPLUME (STYLIZED	United States of	Vertafore,	Registered	3/17/2002	70 405,251	2,720,033	0/24/2003
AND DESIGN)	America	Inc.	Registered	5/17/2002	76-409,468	2,728,857	6/24/2003
THE DESIGNATION	United States of	Vertafore,	registeres	0/1//2002	, 0 10,,100	2,120,001	0.22002
SILVERPLUME MARKETS	America	Inc.	Registered	6/16/2006	78-910,040	3,302,353	10/2/2007
	United States of	Sircon				., ,	
SIRCON	America	Corporation	Registered	8/16/1999	75-777,627	2,397,583	10/24/2000
	United States of	Sircon			,	, i	
SIRCON FOR STATES	America	Corporation	Registered	11/29/2007	77-339,950	3,471,270	7/22/2008
	United States of	Vertafore,					
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,					
WRITE MORE BUSINESS	America	Inc.	Registered	4/16/2004	78-402,946	3,206,644	2/6/2007
	United States of	Vertafore,					
TRANSACTNOW	America	Inc.	Registered	3/1/2003	78-220,539	2,881,432	9/7/2004
	United States of	Vertafore,					
TRANSACTNOW	America	Inc.	Pending	5/14/2010	85-039,215		
TRANSACTNOW (AND	United States of	Vertafore,					
DESIGN)	America	Inc.	Registered	3/3/2003	78-220,700	2,914,451	12/28/2004
TRANSACTNOW PRACTICAL	United States of	Vertafore,					
INTERFACE WORKFLOW (AND DESIGN)	America	Inc.	Abandoned	3/3/2003	78-220,715	2,891,197	10/5/2004
TURNING INFORMATION	United States of	Vertafore,	Abandoned	3/3/2003	76-220,713	2,091,197	10/3/2004
INTO ANSWERS.	America	Inc.	Registered	5/17/2002	76-409,469	2,773,181	10/14/2003
HITO THIS WERG.	United States of	Vertafore,	registered	3/1//2002	70 105,105	2,775,101	10/11/2003
VERTAFORE	America	Inc.	Pending	3/5/2009	77-683,911		
	United States of	Vertafore.	g				
VERTAFORE	America	Inc.	Registered	1/19/2004	78-353,535	3,163,443	10/24/2006
VERTAFORE (STYLIZED	United States of	Vertafore,	8				
AND DESIGN)	America	Inc.	Allowed	3/6/2009	77-685,275		
VERTAFORE. UNLEASH	United States of	Vertafore,			·		
YOUR POTENTIAL.	America	Inc.	Allowed	3/5/2009	77-683,908		
WE DO IT RIGHT!	United States of	Sircon					
(STYLIZED)	America	Corporation	Abandoned	8/16/1999	75-777,768	2,875,875	8/24/2004
	United States of	Vertafore,					
WORKSMART	America	Inc.	Pending	3/22/2010	77-965,129		

Trademark Name	Country	Owner	Status	Application Number/Filing Date	Registration Number/Date
IMAGERIGHT	United States	Vertafore, Inc.	Registered	76/654,255	3,221,132
	United States	Vertafore, Inc.	Registered	January 30, 2006 76/654,254	March 27, 2007 3,219,294
	Office States	vertaiore, inc.	Registered	January 30, 2006	March 20, 2007
DocumentsAnywhere	United States	Vertafore, Inc.	Registered	76/639,820	3,356,803
				May 31, 2005	December 18, 2007

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