

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316972

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STONERIVER, INC.		09/12/2014	CORPORATION:
STONERIVER REGED, INC.		09/12/2014	CORPORATION:
COMPLIANCE ASSURANCE CORPORATION		09/12/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4500517	COMPLY ON DEMAND ENTERPRISE (CODE)
Registration Number:	4539124	CODE
Registration Number:	3889018	CEAUTHORITY
Registration Number:	2460390	REGED
Registration Number:	4576281	REGED SCORE
Serial Number:	85467256	REGED STRATEGIC COMPLIANCE AND OPERATION
Registration Number:	4265118	FREEDOM
Registration Number:	4231507	LIFEAPPLY
Registration Number:	3955424	STREAM
Registration Number:	3743214	ONE VISION. YOURS.
Registration Number:	3688688	EFREEDOM ANNUAL STATEMENT
Registration Number:	3472144	POWERSUITE
Registration Number:	3210896	LIFESUITE
Registration Number:	3170913	CLAIMS WORKSTATION
Registration Number:	3067086	INSUREWORX
Registration Number:	2894619	ARTIUS
Registration Number:	2588323	POLICY STAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2582711	CLIENT CORE
Registration Number:	2529180	POWERCOMP
Registration Number:	2242075	
Registration Number:	2208769	
Registration Number:	2201368	URS
Registration Number:	1837492	LIFE PORTRAITS
Registration Number:	1705762	ID3
Registration Number:	4515684	COMPSUITE
Serial Number:	86207302	STREAM SUITE

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-39610
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/15/2014

Total Attachments: 10

source=StoneRiver - IP Security Agreement (Sept. 2014)#page1.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page2.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page3.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page4.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page5.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page6.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page7.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page8.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page9.tif
source=StoneRiver - IP Security Agreement (Sept. 2014)#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated September 12, 2014, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) under the Security Agreement (as defined below).

WHEREAS, StoneRiver, Inc., a Delaware corporation, StoneRiver Corporate, LLC, a Delaware limited liability company, and StoneRiver RegEd, Inc., a North Carolina corporation (collectively, the "Borrowers"), have entered into the Credit Agreement dated as of September 12, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with each lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender"), JPMorgan Chase Bank, N.A., as administrative agent, swingline lender and issuing bank, and the other parties thereto. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the Issuing Bank from time to time, the entry into Swap Agreements by the Secured Swap Providers from time to time and the entry into Cash Management Agreements by the Secured Cash Management Counterparties from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of September 12, 2014 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Secured Obligations when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise the undersigned hereby unconditionally grants, pledges, and collaterally assigns to the Administrative Agent and its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned right, title and interest in and to the property described below, in each case whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill associated with such trademarks and service marks (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) This IP Security Agreement and any claim, controversy or dispute related to or in connection with this IP Security Agreement or any of the transactions contemplated hereby, the relationship of the parties hereto and the interpretation and enforcement of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of New York, and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this IP Security Agreement Supplement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this IP Security Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Secured Party may otherwise have to bring any action or proceeding relating to this IP Security Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Each of parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

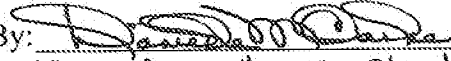
(d) Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

(e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS IP SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Danielle M. Clarke
Title: Authorized Signer

STONERIVER, INC.
STONERIVER REGED, INC.
COMPLIANCE ASSURANCE
CORPORATION

By: _____
Name: David DeClark
Title: Treasurer

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

STONERIVER, INC.
STONERIVER REGED, INC.
COMPLIANCE ASSURANCE
CORPORATION

By: David DeClark
Name: David DeClark
Title: Treasurer

SCHEDULE A

Patents and Patent Applications:

StoneRiver, Inc. – U.S. Pending Patent Applications

Application	Application No.	Filing Date
SEMANTIC MODELS FOR INSURANCE SOFTWARE COMPONENTS	13/339,916	12/29/11
COMPUTERIZED SYSTEM AND METHOD FOR CONFIGURING EXECUTABLE INSURANCE ADMINISTRATION MODULES	13/339,940	12/29/11
COMPUTERIZED SYSTEM AND METHOD FOR MANAGING INSURANCE WORKFLOW	13/339,955	12/29/11
SYSTEM FOR PROVIDING SUITE OF INSURANCE SERVICES FROM AN INTEGRATED USER INTERFACE	13/339,975	12/29/11

SCHEDULE B

Trademarks and Trademark Applications:

Compliance Assurance Corporation – U.S. Registered Trademark

Mark	Registration No.	Registration Date
COMPLY ON DEMAND ENTERPRISE (CODE)	4500517	3/25/14
CODE	4539124	5/27/14

StoneRiver RegEd, Inc. – U.S. Registered Trademarks

Mark	Registration No.	Registration Date
CEAUTHORITY	3889018	12/14/10
REGED	2460390	6/12/01
REGED SCORE	4576281	7/29/14

StoneRiver RegEd, Inc. – U.S. Pending Trademark Applications

Mark	Application No.	Filing Date
REGED STRATEGIC AND OPERATIONAL RISK ENGINE	85467256	11/8/11

StoneRiver, Inc. – U.S. Registered Trademarks

Mark	Registration No.	Registration Date
FREEDOM	4265118	12/25/12
LIFEAPPLY	4231507	10/23/12
STREAM	3955424	5/3/11
ONE VISION. YOURS.	3743214	1/26/10
EFREEDOM ANNUAL STATEMENT	3688688	9/29/09
POWERSUITE	3472144	7/22/08
LIFESUITE	3210896	2/20/07
CLAIMS WORKSTATION	3170913	11/14/06
INSUREWORX	3067086	3/14/06
ARTIUS	2894619	10/19/04
POLICY STAR	2588323	7/2/02
CLIENT CORE	2582711	6/18/02
POWERCOMP	2529180	1/15/02
Design Only	2242075	4/27/99
Design Only	2208769	12/8/98
URS	2201368	11/3/98
LIFE PORTRAITS	1837492	5/24/94
ID3	1705762	8/4/92

Mark	Registration No.	Registration Date
COMPSUITE	4515684	4/15/14

StoneRiver, Inc. – Canadian Registered Trademark

Mark	Registration No.	Registration Date
STREAM	816608	2/1/12

StoneRiver, Inc. – U.S. Pending Trademark Applications

Mark	Application No.	Filing Date
STREAM SUITE	86207302	2/28/14

SCHEDULE C

Copyrights:

None.