

04-14-2004

Form PTO-1595
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Vertafore, Inc. (formerly known as AMS Services, Inc.)

4.12.04

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 03/30/04

2. Name and address of receiving party(ies):

Name: Credit Suisse First Boston

Internal Address: _____

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/704862

PCT/US01/07532

B. Patent No.(s) 5,448,729,

5,517,644

Additional numbers attached? ☐ Yes ☒ No

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

Name: Anna Reinhardt, Esq.

Internal Address: Latham & Watkins LLP

Street Address: 633 West Fifth Street

Suite 4000

City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Rachel Pinto, Trademark Paralegal

Name of Person Signing

Signature

April 1, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 16

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 015190 FRAME: 0736

Item 1. – Conveying Parties – Additional Names

Rating Services, Inc.

Allenbrook, Inc.

Insurance Reference Services, Inc.

Insurance Rating Systems

AMS Rackley, Inc.

AMS Insurance Services, Inc.

SECOND LIEN PATENT SECURITY AGREEMENT

SECOND LIEN PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of March 30, 2004, among each of the undersigned (each a "**Debtor**" and collectively, the "**Debtors**") and Credit Suisse First Boston ("**CSFB**"), acting in its capacity as Collateral Agent for the benefit of itself and the lenders party from time to time to the Second Lien Credit Agreement (as defined herein) (the "**Collateral Agent**").

The Debtors and the Collateral Agent hereby agree as follows:

SECTION 1. **Definitions; Interpretation.**

(a) **Terms Defined in Second Lien Credit Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Second Lien Credit Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in **Section 2.**

"**Company**" means AMS Services, Inc., a Delaware corporation.

"**Second Lien Credit Agreement**" means that certain Second Lien Credit Agreement, dated as of the date hereof, among the Company, the Lenders and CSFB, as Administrative Agent, Collateral Agent and Syndication Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

"**PTO**" means the United States Patent and Trademark Office.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York.

(c) **Terms Defined in UCC.** 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) **Construction.** 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

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. patents and patent applications or registrations owned by such Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts.

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. If any Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, such Debtor shall immediately notify the Collateral Agent in a writing signed by such Debtor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement or the other Collateral Documents, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

SECTION 6. Authorization to Supplement.

If any Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Such Debtor shall give prompt notice in writing to the Collateral Agent with respect to any such new patent rights. Without limiting such Debtor's obligations under this Section 6, such Debtor authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify or amend Schedule A shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 11. Termination.

Upon payment and performance in full of all Obligations in immediately available funds and the termination of all Commitments, the security interests created by this Agreement shall terminate and the Collateral Agent (at the Debtor's 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.

SECTION 12. 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 13. 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 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Second Lien Credit Agreement.

SECTION 15. Second Lien.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 30, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, Credit Suisse First Boston, as First Lien Collateral Agent, Credit Suisse First Boston, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict

between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature page follows]

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

"DEBTORS":

**VERTAFORE, INC. (FORMERLY KNOWN AS
AMS SERVICES, INC.)**

By: _____

Name: Euan Menzies
Title: CEO

RATING SERVICES, INC.

By: _____

Name: Euan Henzies
Title: CEO

ALLENBROOK, INC.

By: _____



Name: *Euan Henries*

Title: *CEO*

INSURANCE REFERENCE SYSTEMS, INC.

By: _____

Name: Ellan Hertles
Title: CEO

INSURANCE RATING SYSTEMS

By:



Name: Euan Menzies

Title: CEO


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SECOND LIEN PATENT SECURITY AGREEMENT

PATENT
REEL: 015190 FRAME: 0746

AMS RACKLEY, INC.,

By: _____


Name: Euan Menzies
Title: CEO


AMS INSURANCE SERVICES, INC.

By: _____
Name: Jill L Barry
Title: Treasurer

"COLLATERAL AGENT":

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent for the benefit of itself and the
Lenders, acting through its Cayman Islands Branch

By: 
Name: ROBERT HETU
Title: DIRECTOR

By: 
Name:
Title: DOREEN B. WELCH
ASSOCIATE

Vertafore, Inc. f/k/a AMS Services, Inc.

Patent List
March 24, 2004

Title	Owner	Patent/Application Number Issue Date
Office System with Audit History	AMS Services, Inc.	5,448,729 September 5, 1995
Office Automation System with Interrupt Feature	AMS Services, Inc.	5,517,644 May 14, 1996
Traffic Reduction in Networked Data Collection	AMS Services, Inc.	Application No. 09/704,862 Filed 11/02/00 PCT Application No. PCT/US01/07532 Filed 03/09/01

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