

03-14-2005

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Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATIC

PATENTS ONLY

102958120

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)/Execution Date(s):

VERTAFORE, INC.

Execution Date(s) 12/22/2004

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

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston, as  
Internal Address: Collateral Agent (Second Lien)

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

- 09/704,862

B. Patent No.(s)

5,448,729; 5,517,644

Additional numbers attached? ☐ Yes ☒ No

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

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 W. Fifth Street #4000

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213/485-1234

Fax Number: 213/891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and patents involved:

3

7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Deborah E. Taylor  
Signature

Deborah E. Taylor

Name of Person Signing

March 8, 2005  
Date

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

15

03/11/2005 BYRME 00000006 09704862

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Document to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT  
REEL: 016334 FRAME: 0805

## SECOND LIEN PATENT SECURITY AGREEMENT

SECOND LIEN PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 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 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 Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the 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 Vertafore, Inc., a Delaware corporation and the surviving entity after the consummation of the Acquisition and Merger.

"Credit Agreement" means that certain Second Lien Credit Agreement, dated as of the date hereof, among the Company, Holdings, the Lenders, and CSFB, as Administrative Agent, Collateral Agent and Arranger, 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

applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## **SECTION 2. Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, each of the Debtors hereby grants to the Collateral Agent, for the benefit of itself and the Lenders, 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 an interest and wherever located (collectively, the "**Collateral**"):

(i) all material patents and patent applications (including such patents and patent applications as described in Schedule A), domestic or foreign, all material licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all material rights to sue for past, present or future infringement thereof, all material rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all material general intangibles and all material intangible intellectual or other similar property of 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 material proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all material 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) **Continuing Security Interest.** 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 Section 11.

## **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 or 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 or any other Collateral Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

#### **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 7. 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 8. 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 9. 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. Notwithstanding the foregoing, the Collateral Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto solely as provided in Section 6 hereof. 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 or the Pledge and Security Agreement.

## **SECTION 10. 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 shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile 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 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 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 December [ ], 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, Holdings, CSFB, as First Lien Collateral Agent, CSFB, 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

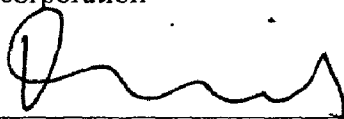
Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow]

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

**"DEBTORS":**

**VERTAFORE, INC.,**  
a Delaware corporation

By: 

Name: Ecan Menzies

Title: Chief Executive Officer and President

**VF HOLDING CORP.,**  
a Delaware corporation

By: \_\_\_\_\_

Name:

Title:

**RATING SERVICES, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name:

Title:

**ALLENBROOK, INC.,**  
a Maine corporation

By: \_\_\_\_\_

Name:

Title:



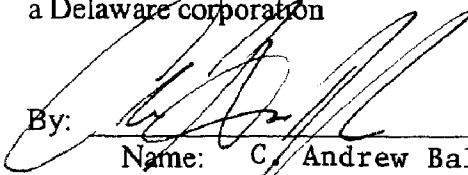
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**"DEBTORS":**

**VERTAFORE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**VF HOLDING CORP.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: C. Andrew Ballard  
Title: Vice President, Secretary &  
Assistant Treasurer

**RATING SERVICES, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**ALLENBROOK, INC.,**  
a Maine corporation

By: \_\_\_\_\_  
Name:  
Title:

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

**"DEBTORS":**

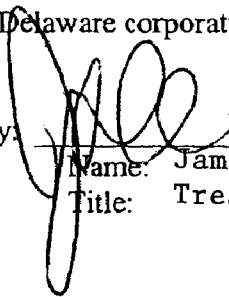
**VERTAFORE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

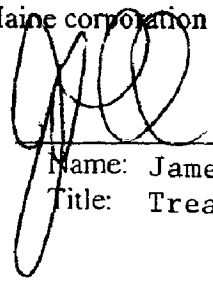
**VF HOLDING CORP.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**RATING SERVICES, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: James Calabrese  
Title: Treasurer

**ALLENBROOK, INC.,**  
a Maine corporation

By:  \_\_\_\_\_  
Name: James Calabrese  
Title: Treasurer

**INSURANCE REFERENCE SYSTEMS, INC.,**  
a Delaware corporation

By: 

Name: James Calabrese  
Title: CFO

**INSURANCE RATING SYSTEMS,**  
a Delaware corporation

By: 

Name: James Calabrese  
Title: Treasurer

**AMS RACKLEY, INC.,**  
a Tennessee corporation

By: 

Name: James Calabrese  
Title: Assistant Secretary

**AP INSURANCE, INC.,**  
a Massachusetts corporation

By: 

Name: Rebecca V. Jacobino  
Title: Assistant Secretary

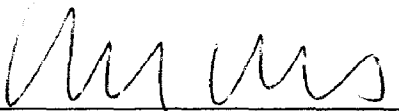
**CIS SOLUTIONS, INC.,**  
a Delaware corporation

By: 

Name: James Calabrese  
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: VANESSA GOMEZ  
Title: ASSOCIATE

**"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:  
Title:

By: \_\_\_\_\_  
Name: *VANESSA GOMEZ*  
Title: *ASSOCIATE*

**SCHEDULE A**  
to the Patent Security Agreement  
Debtor: Vertafore, Inc.

**Issued U.S. Patents of Debtor**

<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
5,448,729	September 5, 1995	Office System with Audit History
5,517,644	May 14, 1996	Office Automation System with Interrupt Feature

**SCHEDULE B**  
to the Patent Security Agreement  
Debtor: Vertafore, Inc.

**Pending U.S. Patent Application of Debtor**

<b>Application Number</b>	<b>Filing Date</b>	<b>Title</b>
09/704,862	11/02/00	Traffic Reduction in Networked Data Collection