

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUBSIDIARY JOINDER AGREEMENT (SECOND LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
BCF TECHNOLOGY, INC.	07/27/2006
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10698694
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	025348-0063
NAME OF SUBMITTER:	Kristin J. Azcona
Total Attachments: 25 source=BCF - Joinder Agreement (Second Lien)#page1.tif source=BCF - Joinder Agreement (Second Lien)#page2.tif source=BCF - Joinder Agreement (Second Lien)#page3.tif source=BCF - Joinder Agreement (Second Lien)#page4.tif source=BCF - Joinder Agreement (Second Lien)#page5.tif	

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SUBSIDIARY JOINDER AGREEMENT
(Second Lien)

THIS SUBSIDIARY JOINDER AGREEMENT (this "Joinder Agreement") is made and entered into as of July 27, 2006 by BCF TECHNOLOGY, INC., a California corporation ("Subsidiary"), and CREDIT SUISSE, as administrative agent and collateral agent for the Lenders under the Credit Agreement (as hereinafter defined) (the "Agent"). Capitalized terms used herein without definition shall have the meanings assigned to those terms in the Credit Agreement unless otherwise specified.

WITNESSETH

WHEREAS, VERTAFORE, INC., a Delaware corporation (the "Company"), VF HOLDING CORP., a Delaware corporation (the "Holdings"), the lenders party thereto from time to time (the "Lenders"), Credit Suisse, as administrative agent for the Lenders and as collateral agent for the Lenders, Credit Suisse First Boston LLC, as joint bookrunner and co-lead arranger, J.P. Morgan Securities Inc., as joint bookrunner and co-lead arranger, JPMorgan Chase Bank, N.A., as syndication agent, Wachovia Capital Markets, LLC, as co-arranger, and Wachovia Bank, National Association, as documentation agent, entered into that certain Amended and Restated Second Lien Credit Agreement dated as of January 31, 2006, pursuant to which the Lenders extended certain credit and other financial accommodations to the Company;

WHEREAS, pursuant to Section 5.9 of the Credit Agreement, any person that becomes a Domestic Subsidiary is required to take all action and execute all documents and instruments as may be required to grant and perfect in favor of the Collateral Agent, for the benefit of the Lenders and each Issuing Bank, a Second Priority security interest in substantially all of its assets;

WHEREAS, the Subsidiary has become a Domestic Subsidiary, and agrees to execute this Joinder Agreement to comply with the requirements of the Credit Agreement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, Subsidiary and Agent do hereby agree as follows:

AGREEMENT

1. Joinder. Subsidiary hereby agrees that by its execution and delivery to the Agent of this Joinder Agreement, it shall join the following agreements in the manner specified:

a. Amended and Restated Guaranty. Subsidiary hereby confirms its guaranty in favor of the Agent and each of the other Secured Parties (as defined in the Guaranty) on the terms set forth in the Amended and Restated Second Lien Guaranty, dated as of January

31, 2006 (as it may be from time to time amended, restated, modified or supplemented, the "Guaranty"), and does hereby, jointly and severally with the other Guarantors, unconditionally and irrevocably, guaranty to the Agent and each of the other Secured Parties the prompt and complete payment and performance by the Company when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Guaranty). From and after the date hereof, Subsidiary shall be a "Guarantor" for all purposes of the Guaranty and the other Loan Documents. Subsidiary hereby makes all of the representations, warranties, agreements and covenants of a Guarantor set forth in the Guaranty.

b. Collateral Documents. Subsidiary acknowledges that by its execution and delivery of this Joinder Agreement, it hereby becomes a party to the Collateral Documents in order to grant, protect or perfect liens on any of its assets as security for all or any of the "Obligations" or "Secured Obligations", as applicable, under and as defined in any of the Collateral Documents. As such, Subsidiary hereby confirms the grant to the Collateral Agent set forth in the Pledge and Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, the Copyright Security Agreement, and any other Collateral Document. Subsidiary hereby grants to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties (as defined in the Pledge and Security Agreement), a security interest in all of Subsidiary's right, title and interest in and to all Collateral to secure the "Secured Obligations," as applicable, under and as defined in any of the Collateral Documents, in each case whether now or hereafter existing or in which Subsidiary now has or hereafter acquires an interest and wherever the same may be located. From and after the date hereof, Subsidiary shall be a "Grantor" and "Debtor," as applicable, for all purposes of the Collateral Documents and the other Loan Documents. Subsidiary hereby makes all of the representations, warranties, agreements and covenants of a Grantor or Debtor set forth in the Collateral Documents.

2. Unconditional Joinder. Subsidiary acknowledges that Subsidiary's obligations as a party to this Joinder Agreement are unconditional and are not subject to the execution of one or more agreements or any other Loan Documents by other Subsidiaries of Holdings, Company or any other Person.

3. Reliance. The Lenders and the other Secured Parties (as defined in the Pledge and Security Agreement) shall be entitled to rely on this Joinder Agreement as third-party beneficiaries.

4. Representations and Warranties. Subsidiary represents and warrants that Subsidiary is in compliance with, and upon delivery of this Joinder Agreement shall be in compliance with, all agreements, affirmative covenants and negative covenants contained in the Loan Documents applicable to Subsidiary as a Domestic Subsidiary of Company. Subsidiary further represents and warrants that the attached Schedule I (Supplements to Schedules) accurately and completely set forth all additional information required pursuant to the Collateral Documents and hereby agrees that such schedule shall constitute part of the schedules to the Collateral Documents.

5. Incorporation by Reference. All terms and conditions of the Credit Agreement and the other Loan Documents applicable to any Domestic Subsidiary under the Credit Agreement and the other Loan Documents including, without limitation, all applicable representations, warranties, covenants, indemnities, guaranties and other obligations thereunder, are hereby incorporated by reference in this Joinder Agreement as if set forth in full herein.

6. GOVERNING LAW. THIS AGREEMENT AND ALL DISPUTES ARISING OUT OF OR RELATED TO IT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

7. Counterparts. This Joinder Agreement may be executed in any number of counterparts, and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument.

8. Severability. The provisions of this Joinder Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Joinder Agreement in any jurisdiction.

9. Headings. The headings in this Joinder Agreement are for purposes of reference only and shall not otherwise affect the meaning or construction of any provision of this Joinder Agreement.

10. Final Expression. This Joinder Agreement, together with the Credit Agreement and the other Loan Documents, constitute the final, entire agreement among the parties hereto and thereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto.

11. Binding Effect. This Joinder Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided, however that Subsidiary may not assign or transfer its interest under this Joinder Agreement, the Credit Agreement or any of the other Loan Documents except in accordance with the Credit Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered by it as of the day and year first above written.

BCF TECHNOLOGY, INC., a California
corporation

By: 

Name: John Morris

Title: VP

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent and Collateral
Agent

By: 

Name: VANESSA GOMEZ

Title: VICE PRESIDENT

NUPUR KUMAR

ASSOCIATE

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered by it as of the day and year first above written.

BCF TECHNOLOGY, INC., a California
corporation

By: 

Name: John Rom

Title: VP

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent and Collateral
Agent

By: 

Name: VANESSA GOMEZ

Title: VICE PRESIDENT

NUPUR KUMAR
ASSOCIATE

JUL 21 2006 4:55PM

CREDIT SUISSE

NO. 3202 P. 1/1

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered by it as of the day and year first above written.

BCF TECHNOLOGY, INC., a California corporation

By: [Signature]
Name: [Signature]
Title: [Signature]

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent and Collateral Agent

By: [Signature]
Name: VANESSA GOMEZ
Title: VICE PRESIDENT

NUPUR KUMAR
ASSOCIATE

PATENT

REEL: 019005 FRAME: 0601

Agreed and consented to as of
the day and year first above written:

VF HOLDING CORP.

By: 

Name: Jim Calabrese
Title: CFO & Treasurer

VERTAFORE, INC.

By: 

Name: Jim Calabrese
Title: SVP & CFO

INSTAR CORPORATION

By: 

Name: Jim Calabrese
Title: Treasurer & CFO

ALLENBROOK, INC.

By: 

Name: Jim Calabrese
Title: Assistant Secretary

**SILVERPLUME REFERENCE SYSTEMS,
INC.**

By: 

Name: Jim Calabrese
Title: Treasurer & CFO

LA1599316.2

CIS SOLUTIONS, INC.

By: _____

Name: Jim Calabrese
Title: Treasurer

LA1599316.2

PATENT
REEL: 019005 FRAME: 0603

Agreed and consented to as of
the day and year first above written:

VF HOLDING CORP.

By: 

Name: Jim Calabrese
Title: CFO & Treasurer

VERTAFORE, INC.

By: 

Name: Jim Calabrese
Title: SVP & CFO

INSTAR CORPORATION

By: 

Name: Jim Calabrese
Title: Treasurer & CFO

ALLENBROOK, INC.

By: 

Name: Jim Calabrese
Title: Assistant Secretary

**SILVERPLUME REFERENCE SYSTEMS,
INC.**

By: 

Name: Jim Calabrese
Title: Treasurer & CFO

CIS SOLUTIONS, INC.

By: _____

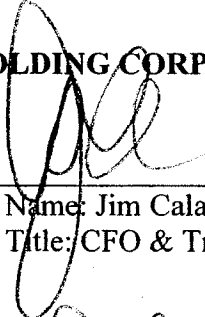
Name: Jim Calabrese
Title: Treasurer

LAV1599316.2

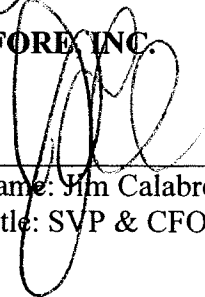
PATENT
REEL: 019005 FRAME: 0605

Agreed and consented to as of
the day and year first above written:

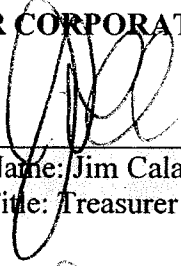
VF HOLDING CORP.

By: 
Name: Jim Calabrese
Title: CFO & Treasurer

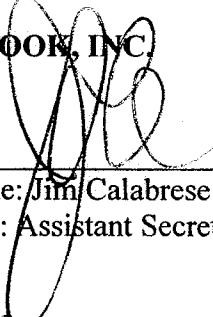
VERTAFORE INC.

By: 
Name: Jim Calabrese
Title: SVP & CFO

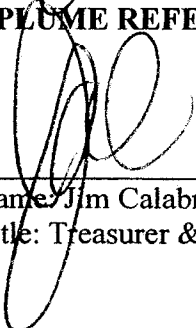
INSTAR CORPORATION

By: 
Name: Jim Calabrese
Title: Treasurer & CFO

ALLENBROOK, INC.

By: 
Name: Jim Calabrese
Title: Assistant Secretary

**SILVERPLUME REFERENCE SYSTEMS,
INC.**

By: 
Name: Jim Calabrese
Title: Treasurer & CFO

LAI599316.2

CIS SOLUTIONS, INC.

By: _____

Name: Jim Calabrese

Title: Treasurer

LA1599316.2

PATENT
REEL: 019005 FRAME: 0607

SCHEDULE I

SUPPLEMENTS TO SCHEDULES

LAI599316.2

SUPPLEMENT TO SCHEDULES

(BCF Technology, Inc.)

The following Supplement to Schedules (this "Supplement") is delivered by BCF Technology, Inc. ("Subsidiary") in connection with the acquisition of Subsidiary by Vertafore, Inc. This Supplement relates solely to the assets of Subsidiary and not to Holdings and/or its subsidiaries generally.

SCHEDULE I TO PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION

- (A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) Organizational Identification Number, and Federal Identification Number of each Grantor:

<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)</u>	<u>Organization I.D.#/ Tax I.D. #</u>
BCF Technology, Inc.	Corporation	California	11831 North Creek Pkwy North Bothell, WA, 98011-8247	33-0972565

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years: **NONE.**

Name of Grantor

Trade Name/Fictitious Name

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Type of Organizational Structure within past five (5) years:

Full Legal Name

Description

BCF Technology, Inc.

11831 North Creek Pkwy North Bothell, WA,
98011-8247 (July 7, 2006 – Present)

BCF Technology, Inc.

16740 Birkdale Commons Parkway, Suite 304
Huntersville, NC 28078 (2004 – July 7, 2006)

BCF Technology, Inc.

5251 Dixon Rd, Vista CA. 92084 (prior to 2004)

Schedule I-2

(D) Financing Statements:

Name of Grantor

BCF Technology, Inc.

Filing Jurisdiction

California Secretary of State

Schedule I-3

LOSANGELES 319110v3 63970-00009

PATENT
REEL: 019005 FRAME: 0611

**SCHEDULE II
TO PLEDGE AND SECURITY AGREEMENT**

Name of Grantor

Location of Equipment and Inventory in Possession
of Bailee or Warehouseman

NONE.

Name of Grantor

Location of Inventory During Past 5 Years

1. NONE.

2.

Schedule II-1

**SCHEDULE III
TO PLEDGE AND SECURITY AGREEMENT**

INVESTMENT RELATED PROPERTY

Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
Vertafore, Inc.	BCF Technology, Inc.	Common Stock	Y	C-8	N/A	972,193	12%
Vertafore, Inc.	BCF Technology, Inc.	Common Stock	Y	C-9	N/A	7,129,412	88%

Pledged LLC Interests: **NONE**

Grantor	Limited Liability Company	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company

Pledged Partnership Interests: **NONE**

Grantor	Partnership	Type of Partnership Interests (e.g., general or limited)	Certificated (Y/N)	Certificate No.(if any)	% of Outstanding Partnership Interests of the Partnership

Pledged Trust Interests: **NONE**

Grantor	Trust	Class of Trust Interests	Certificated (Y/N)	Certificate No.(if any)	% of Outstanding

Schedule III-1

					Trust Interests of the Trust

Pledged Debt: **NONE**

Grantor	Issuer	Original Principal Amount	Outstanding Principal Balance	Issue Date	Maturity Date

Securities Account: **NONE**

Grantor	Share of Securities Intermediary	Account Number	Account Name

Commodities Accounts: **NONE**

Grantor	Name of Commodities Intermediary	Account Number	Account Name

Schedule III-2

Deposit Accounts: **NONE**

Grantor	Name of Depository Bank	Account Number	Account Name

Schedule III-3

**SCHEDULE IV
TO PLEDGE AND SECURITY AGREEMENT**

[RESERVED]

Schedule V-1

LOSANGELES 319110v3 63970-00009

**PATENT
REEL: 019005 FRAME: 0616**

**SCHEDULE V
TO PLEDGE AND SECURITY AGREEMENT**

LETTERS OF CREDIT

NONE

Schedule V-2

LOSANGELES 319110v3 63970-00009

**PATENT
REEL: 019005 FRAME: 0617**

**SCHEDULE VI
TO PLEDGE AND SECURITY AGREEMENT**

INTELLECTUAL PROPERTY

(A) COPYRIGHTS

NONE.

Title	Claimant on Copyright Records	Registration Number/Date

(B) COPYRIGHT LICENSES

NONE.

(C) PATENTS

Title	Owner	Patent/Application Number Issue Date
Automated Software Robot Generator	BCF Technology, Inc. (assigned by Fred Covely)	Patent Application (U.S. Pat. Pub. No. 20040133897)

(D) PATENT LICENSES

NONE.

(E) TRADEMARKS

NONE.

Trademark Name	Owner/Address	Application Number/Filing Date	Registration Number/Date

(F) TRADEMARK LICENSES

NONE.

(G) TRADE SECRET LICENSES

NONE.

(H) INTELLECTUAL PROPERTY MATTERS

NONE.

Schedule VI-2

LOSANGELES 319110v3 63970-00009

PATENT
REEL: 019005 FRAME: 0619

**SCHEDULE VII
TO PLEDGE AND SECURITY AGREEMENT**

COMMERCIAL TORT CLAIM

NONE

Schedule VII

LOSANGELES 319110v3 63970-00009

RECORDED: 03/13/2007

**PATENT
REEL: 019005 FRAME: 0620**