

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

AMENDED AND RESTATED SECOND LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
VERTAFORE, INC.	04/05/2007
AMS Connectivity Services, Inc.	04/05/2007
Advanced Solutions, inc.	04/05/2007

RECEIVING PARTY DATA

Name:	CREDIT SUISSE
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5448729
Patent Number:	5517644
Patent Number:	7010503
Application Number:	10698694
Application Number:	11443080
Application Number:	11783909
Application Number:	11783911
Application Number:	11783910
Application Number:	11783912

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

500388095

REEL: 020045 FRAME: 0137

OP \$360.00 5448729

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:

32188

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 11

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RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 6/30/2005)

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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.
AMS Connectivity Services, Inc.
Advanced Solutions, Inc.

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

3. Nature of conveyance:

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

Execution Date: April 5, 2007

2. Name and address of receiving party(ies)

Name: Credit Suisse

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) _____

PLEASE SEE ATTACHED

B. Patent No.(s) _____

PLEASE SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope J.A. Agooda

Internal Address: IP Research Plus, Inc.

Street Address: 21 Talcaster Circle

City: Waldorf State: MD Zip: 20602

6. Total number of applications and patents involved: ☐

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

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Alexandra Andrei

Name of Person Signing

Alexandra Andrei

Signature

10/18/07

Date

Total number of pages including cover sheet, attachments, and documents: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

AMENDED AND RESTATED SECOND LIEN PATENT SECURITY AGREEMENT

AMENDED AND RESTATED SECOND LIEN PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April 5, 2007, among each of the undersigned (each a "Debtor" and collectively, the "Debtors") and Credit Suisse, 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").

Reference is made to that certain Patent Security Agreement dated as of December 22, 2004 (the "Existing Patent Security Agreement") among the Debtors party thereto and Credit Suisse First Boston, as collateral agent. The Debtors and the Collateral Agent hereby agree that the Existing Patent Security Agreement shall be amended and restated in its entirety to read as follows:

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.

"Credit Agreement" means that certain Second Amended and Restated Second Lien Credit Agreement, dated as of the date hereof, among the Company, Holdings, the Lenders, JPMorgan Chase Bank, N.A., as syndication agent, J.P. Morgan Securities, Inc., as joint bookrunner and co-lead arranger, Credit Suisse, as administrative agent for the Lenders and as collateral agent for the Lenders, Credit Suisse Securities (USA) LLC, as joint bookrunner and co-lead arranger, Wachovia Capital Markets, LLC, as joint bookrunner, and Wachovia Bank, National Association, as documentation agent.

"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, 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.

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 notice in writing to the Collateral Agent with respect to any such new patent rights in accordance with the terms of the Pledge and Security Agreement. 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 of the Obligations (other than contingent indemnification obligations not then due and payable, Hedge Obligations under Secured Hedge Agreements with Second Lien Hedge Banks and Cash Management Obligations owed to Second Lien Cash Management Banks) 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.

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.

SECTION 14. 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 Second Amended and Restated Intercreditor Agreement, dated as of April 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, Holdings, JPMorgan Chase Bank, N.A., as First Lien Collateral Agent, Credit Suisse, 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.
AMS CONNECTIVITY SERVICES, INC.
ADVANCED SOLUTIONS, INC.**

By: 

Name:

Title:

John Morrow
Senior Vice President

[Second Lien Patent Security Agreement]

[[NYCORP:2694218v2:4558W:04/04/07--10:52 a]]

"COLLATERAL AGENT":

**CREDIT SUISSE, CAYMAN ISLANDS
BRANCH**, as Collateral Agent for the benefit of
itself and the Lenders, and as collateral agent under
the Existing Patent Security Agreement

By: 

Name: Vanessa Gomez

Title: Vice President

By: 

Name: James Neira

Title: Associate

SCHEDULE A
to the Second Lien Patent Security Agreement
Debtors: Vertafore, Inc., BCF Technology, Inc., Advanced Solutions, Inc.

Issued U.S. Patents of Debtor

Title	Owner	Patent Number/ Issue Date
Office System with Audit History	Vertafore, Inc.	5,448,729 September 5, 1995
Office Automation System with Interrupt Feature	Vertafore, Inc.	5,517,644 May 14, 1996
Traffic Reduction in Networked Data Collection	Vertafore, Inc.	7,010,503 March 7, 2006
Automated Software Robot Generator	BCF Technology, Inc.	Patent Application 10/698, 694 (U.S. Pat. Pub. No. 20040133897)

Pending U.S. Patent Application of Debtor

Application Number	Title	File Date
11/443,080	Method and Apparatus To Handle Changes in File Ownership and Editing Authority in a Document Man. Sys.	5/31/2006
11/783,909	File Management System to Customize Rendering and Display of Documents	Filed 4/13/2007; based on Provisional 60/792,315 filed 4/14/2006
11/783,911	Method, System, and Computer-Readable Medium To Uniformly Render Document Annotations Across Multiple Computer Platforms	Filed 4/13/2007; based on Provisional 60/792,315 filed 4/14/2006
11/783,910	Method and System To Purge Files In a Document Management System	Filed 4/13/2007; based on Provisional 60/792,315 filed 4/14/2006
11/783,912	Document Management System Including Version Control of Compound Documents	Filed 4/13/2007; based on Provisional 60/792,315 filed 4/14/2006