

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3950689

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VERTAFORE, INC.	06/30/2016
RECEIVING PARTY DATA		
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT	
Street Address:	225 W. WASHINGTON STREET, 21ST FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Application Number:	13004572	
Patent Number:	9063932	
Patent Number:	7716632	
Patent Number:	8731973	
Patent Number:	8700682	
Patent Number:	7010503	
Application Number:	14101905	
Patent Number:	9367435	
Application Number:	14464576	
Application Number:	14630509	
Application Number:	14926465	
Application Number:	14047412	
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<i>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.</i>		
Phone:	800-713-0755	
Email:	Michael.Violet@wolterskluwer.com	
Correspondent Name:	MICHAEL VIOLET	
Address Line 1:	4400 EASTON COMMONS WAY	
Address Line 2:	SUITE 125	

PATENT

Address Line 4: COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/07/2016
Total Attachments: 8 source=b08. Vertafore - Patent Security Agreement (UNFILED) -SECOND LIEN#page1.tif source=b08. Vertafore - Patent Security Agreement (UNFILED) -SECOND LIEN#page2.tif source=b08. Vertafore - Patent Security Agreement (UNFILED) -SECOND LIEN#page3.tif source=b08. Vertafore - Patent Security Agreement (UNFILED) -SECOND LIEN#page4.tif source=b08. Vertafore - Patent Security Agreement (UNFILED) -SECOND LIEN#page5.tif source=b08. Vertafore - Patent Security Agreement (UNFILED) -SECOND LIEN#page6.tif source=b08. Vertafore - Patent Security Agreement (UNFILED) -SECOND LIEN#page7.tif source=b08. Vertafore - Patent Security Agreement (UNFILED) -SECOND LIEN#page8.tif	

RECORDATION FORM COVER SHEET
PATENTS ONLY

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)

Vertafore, Inc.

2. Name and address of receiving party(ies)

Name: Cortland Capital Market Services LLC, as Collateral Agent

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 30, 2016

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Second Lien Security Agreement

Street Address: 225 W. Washington Street, 21st Floor

City: Chicago

State: IL

Country: USA

Zip: 60606

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY

Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 12

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

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

June 30, 2016

Date

Elaine Carrera

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 373-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT

This SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT, dated as of June 30, 2016 (this "Agreement"), is made by Vertafore, Inc., a Delaware Corporation (the "Grantor"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Second Lien Credit Agreement, dated as of June 30, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Project Viking Intermediate, LLC, a Delaware limited liability company, Project Viking Merger Sub, Inc., a Delaware corporation (as further defined in Section 1.1 of the Credit Agreement, the "Borrower"), the Lenders from time to time party thereto, Cortland Capital Market Services LLC, as the Administrative Agent and the Collateral Agent, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of June 30, 2016 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Patents, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Patents, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment when due of the Obligations.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Patents of such Grantor under this Agreement.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

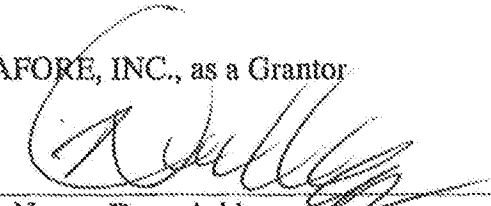
7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VERTAFORE, INC., as a Grantor

By:



Name: Dave Arkley

Title: Senior Vice President, CFO and
Treasurer

[Signature Page to Second Lien Patent Security Agreement]

CORTLAND CAPITAL MARKET SERVICES LLC
as the Collateral Agent

By: 

Name:

Title:

Polina Arsentyeva
Associate Counsel

[Grant of Security Interest in Patent]

PATENT
REEL: 039276 FRAME: 0202

SCHEDULE A**U.S. Patent Registrations and Applications**

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TITLE
Vertafore, Inc.	Application No. 13/004,572 Issue Fee due 6/4/2016	[•]	Agency Management System and Content Management System Integration
Vertafore, Inc.	Application No. 12/641,843 3.5 Year Maintenance Fee due 12/23/2018	Patent No. 9,063,932	Apparatus, Method and Article to Manage Electronic or Digital Documents in Networked Environment
Vertafore, Inc.	10/698,694 Application No. 13/089,886 3.5 Year Maintenance Fee due 11/20/2017	7,716,632 Patent No. 8,731,973	Automated Software Robot Generator Overlaying Images in Automated Insurance Policy Form Generation

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TITLE
Vertafore, Inc.	Application No. 12/647,235 3.5 Year Maintenance Fee due 10/15/2017	Patent No. 8,700,682	Systems, Methods and Articles for Template Based Generation of Markup Documents to Access Back Office Systems
Vertafore, Inc.	09/704,862 11.5 Year Maintenance Fee due 09/07/2017	7,010,503	Traffic Reduction in Networked Data Collection
Vertafore, Inc.	Application No. 14/101,905 Responding to Office Action	[•]	Bit Level Comparator Systems and Methods
Vertafore, Inc.	Application No. 14/104,749 Notice of Allowance Received. Issue Fee due 5/22/2016	9,367,435	Integration Testing Method and System for Web Services
Vertafore, Inc.	Application No. 14/464,576 Awaiting First Office Action	[•]	Automated Customized Web Portal Template Generation Systems and Methods

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TITLE
Vertafore, Inc.	Application No. 14/630,509 Awaiting First Office Action	[•]	Method and System of Assessing Risk Associated with Users Based at Least in Part on Online
Vertafore, Inc.	Application No. 14/926,465 Awaiting First Office Action	[•]	Performance Testing of Web Application Components Using Image Differentiation
Vertafore, Inc.	Application No. 14/047,412 Awaiting First Office Action	[•]	Managing Non-Committed Computerized Workflows