

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yellowstone Holding Company		09/21/2004	CORPORATION: DELAWARE
Yellowstone Acquisition Company		09/21/2004	CORPORATION: DELAWARE
36747, LLC		09/21/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2749515	APPLIED CONNEXION
Registration Number:	2377187	APPLIED SYSTEMS
Registration Number:	2824880	FAX@VANTAGE
Registration Number:	2621083	INSCOPE
Registration Number:	1347333	THE AGENCY MANAGER
Registration Number:	1361576	
Serial Number:	75776216	VISION

CORRESPONDENCE DATA	
Fax Number:	(212)903-3666
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	abishop@mofo.com
Correspondent Name:	Deborah L. Fine
Address Line 1:	1290 Avenue of the Americas

CH \$190.00 2749515

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:

51270-45

NAME OF SUBMITTER:

Amanda Bishop

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of September 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated September 21, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Yellowstone Holding Company, a Delaware corporation ("Parent"), and Yellowstone Acquisition Company, a Delaware corporation, as borrower ("Newco" and, together with any successors to Newco, the "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated September 21, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral!"):

- (a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

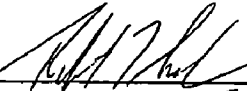
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

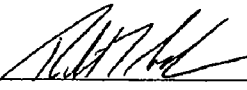
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

YELLOWSTONE HOLDING COMPANY,
a Delaware corporation

By: 
Name: Robert F. Smith
Title: President

YELLOWSTONE ACQUISITION COMPANY,
a Delaware corporation

By: 
Name: Robert F. Smith
Title: President

36747, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

AGENT:

WELLS FARGO FOOTHILL, INC., a California corporation, as Agent

By: _____
Name: _____
Title: _____

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

LF-1750198

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

YELLOWSTONE HOLDING COMPANY,
a Delaware corporation

By: _____

Name: _____

Title: _____

YELLOWSTONE ACQUISITION COMPANY,
a Delaware corporation

By: _____

Name: _____

Title: _____

36747, LLC,
a Delaware limited liability company

By: _____ 

Name: Glen Lustare

Title: Secretary

AGENT:

WELLS FARGO FOOTHILL, INC., a California
corporation, as Agent

By: _____

Name: _____

Title: _____

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

sf-1750198

TRADEMARK
REEL: 002944 FRAME: 0341

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

YELLOWSTONE HOLDING COMPANY,
a Delaware corporation

By: _____

Name: _____

Title: _____

YELLOWSTONE ACQUISITION COMPANY,
a Delaware corporation

By: _____

Name: _____

Title: _____

36747, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

AGENT:

WELLS FARGO FOOTHILL, INC., a California
corporation, as Agent

By: C. MacDonald

Name: Cheri MacDonald


Title: V.P.

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

sf-1750198

(a)

REGISTERED TRADEMARKS – APPLIED SYSTEMS, INC.*

<u>Trademark</u>	<u>Registration Number</u> (Serial Number)	<u>Date Issued</u> (Date Filed)	<u>Country</u>
Applied ConneXion®	2,749,515	August 12, 2003	United States
Applied Systems	2,377,187	August 15, 2000	United States
Fax@vantage®	2,824,880	March 23, 2004	United States
InScope®	2,621,083	September 17, 2002	United States
The Agency Manager®	1,347,333	July 9, 1985	United States
The Agency Manager® ("desk" logo) 	1,361,576	September 24, 1985	United States
VISION (listed as common law mark in 3.14(b)(21) – opposition is pending before the TTAB)	(75/776,216)	(August 13, 1999)	United States

* includes filed applications that remain pending with the U.S. PTO.

PALOALTO:27944.3

REGISTERED TRADEMARKS – APPLIED SYSTEMS CANADA, INC.*

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Issued</u>	<u>Country</u>
The Agency Manager® Le Gestionnaire D'agence ® (The Agency Manager in French)	TMA299,981	February 15, 1985	Canada
The Agency Manager	TMA569,021	October 17, 2002	Canada

(b) To the extent provided by law, Grantor possesses non-registered or common law trademarks rights (or assignment thereof) in the following:

- **Applied Systems, Inc. Domain Names:**

- insurancegallery.net
- insurancecorner.info
- warpcentral.info
- pockettam.info
- appliedrating.info
- applieduniversity.info
- insuranceanswers.info
- theagencymanager.info
- insurancegallery.info
- appliedsystems.info
- applied-rating.info
- diamondsystems.info
- appliedconnexion.info
- insuremail.info

PALOALTO:27944.3

- appliedsystemsonline.com
- appliedsystemsonline.net
- nationwidetam.com.
- warpcentral.com
- insurancecorner.com
- applieduniversity.com
- appliedsystems.com
- appliedrating.com
- applied-rating.com
- insuremail.com
- insuranceanswers.com
- insurancegallery.com
- tamcentral.net
- insuremail.net
- applieddns.com
- appliedconnexion.com
- appliedconnexion.net
- theagencymanager.com
- appliedrating.net
- applieduniversity.net
- applieduniversity.biz
- insuremail.biz
- insurancegallery.biz
- applied-rating.biz
- insurancecorner.biz
- insurancenaswers.biz
- pockettam.biz

PALOALTO:27944.3

- warpcentral.biz
- appliedrating.biz
- diamondsystems.biz
- appliedconnexion.biz
- theagencymanager.biz
- theagencymanager.net
- insurancecorner.net
- applied-rating.net
- warpcentral.net

- **Doris Domain Names:**

- doris.org
- doris.net
- doris.com
- doris.biz
- dorisinsurancesystems.org
- dorisinsurancesystems.net
- dorisinsurancesystems.com
- dorisinsurancesystems.biz
- dorissystems.org
- dorissystems.net
- dorissystems.com
- dorissystems.biz
- dorisllc.org
- dorisllc.net
- dorisllc.com
- dorisllc.biz

PALOALTO:27944.3

- dorismedia.com
 - theagentschoice.org
 - agentschoice.org
 - theagentschoice.com
 - dorissupport.com
 - filesveronline.org
 - filesveronline.net
 - filesveronline.com
 - usagents.org
 - dorisinc.com
 - usagents.net
 - acordforms.com
- **Common law trademarks including:**
 - TAMOnline
 - VisionOnline
 - Applied Consulting
 - N2N
 - AppliedOnline
 - Applied Systems (“blue” logo)
 - Diamond
 - PocketTAM
 - TAMCentral
 - The Agency Manager Vision Series
 - The Leader In Insurance Automation
 - The power to make you more profitable.
 - Vision

PALOALTO:27944.3

- VisionCentral
- Applied Systems Canada
- Applied Systems Canada (“blue” logo)
- Applied Systems Canada (“blue” logo in French)
- Doris Insurance Systems
- Doris Insurance Systems (“red dot” logo)
- Bridge-IT
- Bridge-IT (“swag” logo)
- Web For Agents
- Web For Agents (“bowed” logo)
- The Agent's Choice
- The Agent's Choice (“check” logo)
- FILESERVERonline.com
- FILESERVERonline.com (“computer man” logo)

PALOALTO:27944.3

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of September 21, 2004 (this "Agreement"), between **YELLOWSTONE ACQUISITION COMPANY**, a Delaware corporation ("Newco"), and **APPLIED SYSTEMS, INC.**, an Illinois corporation ("Applied Systems"), and consented to by **WELLS FARGO FOOTHILL, INC.**, a California corporation, as Agent (in such capacity, the "Agent") for the lenders (the "Lenders") from time to time parties to the Credit Agreement (as hereinafter defined), and **YELLOWSTONE HOLDING COMPANY, INC.**, a Delaware corporation ("Parent").

WITNESSETH:

WHEREAS, Newco and the Agent are parties to that certain Credit Agreement, dated as of September 21, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Newco, Parent, the Lenders and the Agent;

WHEREAS, Newco wishes to assign, transfer and convey to Applied Systems all of Newco's rights as "Borrower" under, and Applied Systems wishes to assume from Newco all of Newco's obligations and liabilities as "Borrower" under, the Credit Agreement and the other Loan Documents (as each of such terms is defined in the Credit Agreement); and

WHEREAS, pursuant to Section 5.15(a) of the Credit Agreement, Newco has agreed to execute and deliver, and to cause Applied Systems, its successor by merger, to execute and deliver, this Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Defined Terms. Terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement (as defined in the Credit Agreement), as applicable.

2. Assignment and Assumption.

(a) Assignment of Rights and Obligations. Effective as of September 21, 2004, upon the later of the filing of (i) the articles of merger of Newco with and into Applied Systems with the Secretary of State of the State of Illinois and (ii) the certificate of merger of Newco with and into Applied Systems with the Secretary of State of the State of Delaware (the "Effective Time"), Newco hereby irrevocably assigns, transfers and conveys to Applied Systems all of Newco's rights, obligations, covenants, agreements, duties and liabilities as "Borrower" under or with respect to the Credit Agreement, any of the other Loan Documents and any and all certificates and other documents executed by Newco in connection therewith.

(b) Assumption of Agreements and Obligations. Effective as of Effective Time, Applied Systems hereby expressly assumes, confirms and agrees to perform and observe all of the indebtedness, Obligations (including, without limitation, all Obligations in respect of

ny-586710

the Advances, the Term Loan and the Letters of Credit), covenants, agreements, terms, conditions, duties and liabilities of Newco as "Borrower" under and with respect to the Credit Agreement, all of the other Loan Documents and any and all certificates and other documents executed by Newco in connection therewith as fully as if Applied Systems were originally the obligor in respect thereof and the signatory thereto.

(c) Amendment to the Credit Agreement. The Credit Agreement is hereby deemed to be amended to the extent, but only to the extent, necessary to effect the assignment and assumption provided for hereby.

3. Grant of Security Interest.

(a) Applied Systems hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Applied Systems Collateral (as defined below) in order to secure prompt repayment of any and all of the Obligations in accordance with the terms and conditions of the Loan Documents and in order to secure prompt performance by Applied Systems of each of its covenants and duties under the Loan Documents.

"Applied Systems Collateral" means all of Applied Systems' now owned or hereafter acquired right, title, and interest in and to each of the following:

- (i) all of its Accounts,
- (ii) all of its Books,
- (iii) all of its Chattel Paper,
- (iv) of its interest with respect to Deposit Accounts,
- (v) all of its Equipment and fixtures,
- (vi) all of its General Intangibles,
- (vii) all of its Inventory,
- (viii) all of its Investment Related Property,
- (ix) all of its Negotiable Collateral,
- (x) all of its Supporting Obligations,
- (xi) all of its interest with respect to any Commercial Tort Claims,
- (xii) all of its money, Cash Equivalents or other assets of Applied Systems that now or hereafter come into the possession, custody, or control of Agent (or its agent or designee) or any other member of the Lender Group, and

(xiii) all of the proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or commercial tort claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, General Intangibles, Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, Commercial Tort Claims, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the property of Applied Systems, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing Collateral (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, proceeds of any indemnity or guaranty payable to Applied Systems or Agent from time to time with respect to any of the Investment Related Property.

Notwithstanding the foregoing, "Collateral" shall not include any rights or interests in any lease, license, contract, or agreement, as such, if under the terms of such lease, license, contract, or agreement, or Applicable Law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract, or agreement has not been or is not otherwise obtained or under Applicable Law such prohibition cannot be waived; provided, that the foregoing exclusion shall in no way be (i) construed to apply if any such prohibition would be rendered ineffective under the Code or other Applicable Law (including the Bankruptcy Code) or principles of equity, (ii) construed so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Applied Systems in or to the proceeds thereof, including monies due or to become due under any such lease, license, contract, or agreement (including any Accounts), or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Collateral" shall include any portion of such lease, license, contract, or agreement that does not result in such prohibition; and provided, further, that Applied Systems shall use commercially reasonable efforts to obtain consents with respect to leases, licenses, contracts and agreements that are material to Applied Systems' business (other than the agreements with customers set forth on Schedule 9 of the Security Agreement) pursuant to commercially reasonable terms for the grant of a security interest or lien over such leases, licenses, contracts, or agreements.

(b) In the event that any Applied Systems Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, and if and to the extent that the Agent determines that perfection or priority of the Agent's security interest is dependent on or enhanced by possession, Applied Systems, immediately upon the reasonable request of the Agent, shall endorse and deliver physical possession of such Negotiable Collateral to the Agent.

(c) Applied Systems authorizes the Agent to file any financing statement necessary or desirable to effectuate the transactions contemplated by the Loan Documents, and

any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of Applied Systems where permitted by Applicable Law. Applied Systems hereby ratifies the filing of any financing statement filed without the signature of Applied Systems prior to the date hereof. Such financing statements may describe the Applied Systems Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Agent may determine is necessary, advisable or prudent to ensure the perfection of the security interest in the Applied Systems Collateral granted to the Agent herein, including describing such property as "all assets, whether now owned or hereafter acquired" or "all personal property, whether now owned or hereafter acquired."

4. General.

(a) Representation and Warranties. To induce the Agent, acting on behalf of the Lenders, to consent to the assignment and assumption provided for in Section 2 above, Applied Systems hereby represents and warrants that the representations and warranties made by Newco and Applied Systems (each in its capacity as Newco or Applied Systems, as the case may be, and in its capacity as the "Borrower") in the Loan Documents are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Agreement, as if made on and as of the date hereof.

(b) No Other Amendments; Confirmation. Except as expressly amended, modified and supplemented hereby, the provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect.

(c) Affirmation of Loan Documents. Each party to the Loan Documents hereby consents to the execution and delivery of this Agreement and confirms, reaffirms and restates its obligations under each of the Loan Documents to which it is a party pursuant to the terms thereof.

(d) Governing Law; Counterparts. (i) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

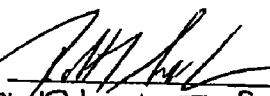
(ii) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with Newco, Applied Systems and the Agent. This Agreement may be delivered by facsimile or electronic transmission of the relevant signature pages hereof.

(e) Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or to be taken into consideration in the interpretation hereof.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Newco and Applied Systems and their respective successors and assigns, and the Agent and the Lenders and their respective successors, indorsees, transferees and assigns.

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

**YELLOWSTONE ACQUISITION
COMPANY,**
a Delaware corporation

By: 
Name: Robert F. Smith
Title: President

APPLIED SYSTEMS, INC.,
an Illinois corporation

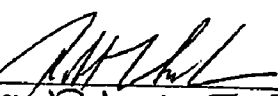
By: _____
Name: _____
Title: _____

Accepted and agreed to:

WELLS FARGO FOOTHILL, INC., a California corporation,
as Agent

By: _____
Name: _____
Title: _____

YELLOWSTONE HOLDING COMPANY, a Delaware corporation,
as Parent

By: 
Name: Robert F. Smith
Title: President

ny-586710

[SIGNATURE PAGE TO THE ASSUMPTION AGREEMENT]

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

**YELLOWSTONE ACQUISITION
COMPANY,**
a Delaware corporation

By: _____
Name:
Title:

APPLIED SYSTEMS, INC.,
an Illinois corporation

By: T. M. Judge
Name: T. M. Judge
Title: President

Accepted and agreed to:

WELLS FARGO FOOTHILL, INC., a California corporation,
as Agent

By: _____
Name:
Title:

YELLOWSTONE HOLDING COMPANY, a Delaware corporation,
as Parent

By: _____
Name:
Title:

ny-586710

[SIGNATURE PAGE TO THE ASSUMPTION AGREEMENT]

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

**YELLOWSTONE ACQUISITION
COMPANY,**
a Delaware corporation

By: _____
Name:
Title:

APPLIED SYSTEMS, INC.,
an Illinois corporation

By: _____
Name:
Title:

Accepted and agreed to:

WELLS FARGO FOOTHILL, INC., a California corporation,
as Agent

By: C. Macdonald
Name: Cheri Macdonald
Title: v.p.

YELLOWSTONE HOLDING COMPANY, a Delaware corporation,
as Parent

By: _____
Name:
Title:

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[SIGNATURE PAGE TO THE ASSUMPTION AGREEMENT]