

Form PTO-1594 (rev 06/04) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

<p><b>1. Name of conveying party(ies)/Execution Date(s):</b></p> <p><b>Applied Systems, Inc.</b>                  200 Applied Parkway                  University Park, IL 60466</p> <p> <input type="checkbox"/> Individual(s)    <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Other _____</p> <p>Citizenship <u>Delaware</u></p> <p>Execution Date(s) <u>September 26, 2006</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and Address of receiving party(ies)</b>                  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Credit Suisse, Cayman Islands</u>  <b>Branch</b> _____                  Internal Address: _____                  Street Address: <u>Eleven Madison Avenue</u> _____</p> <p>City: <u>New York</u>                  State: <u>New York</u>                  Country: <u>U.S.</u>    Zip: <u>10010</u></p> <p> <input type="checkbox"/> Association – Citizenship _____  <input type="checkbox"/> General Partnership – Citizenship _____  <input type="checkbox"/> Limited Partnership – Citizenship _____  <input type="checkbox"/> Limited Liability Company – Citizenship _____  <input checked="" type="checkbox"/> Other <u>Bank</u>                  Citizenship <u>Switzerland</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.</p>
<p><b>3. Nature of conveyance:</b></p> <p> <input type="checkbox"/> Assignment    <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement    <input type="checkbox"/> Change of Name  <input type="checkbox"/> Government Interest Assignment  <input checked="" type="checkbox"/> Other <u>Trademark Security Agreement</u></p>	

**4. Application number(s) or registration number(s):**

<p>A. Trademark Application No(s).</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 5px;">78678549</td> <td style="border: 1px solid black; padding: 5px;">78678396</td> <td style="border: 1px solid black; padding: 5px;">78914025</td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">78949242</td> <td style="border: 1px solid black; padding: 5px;">78949259</td> <td style="border: 1px solid black; padding: 5px;">78949128</td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">78949118</td> <td></td> <td></td> </tr> </table>	78678549	78678396	78914025	78949242	78949259	78949128	78949118			<p>B. Trademark Registration No(s).</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 5px;">2749515</td> <td style="border: 1px solid black; padding: 5px;">2377187</td> <td style="border: 1px solid black; padding: 5px;">2824880</td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">2621083</td> <td style="border: 1px solid black; padding: 5px;">1347333</td> <td style="border: 1px solid black; padding: 5px;">3038629</td> </tr> </table>	2749515	2377187	2824880	2621083	1347333	3038629
78678549	78678396	78914025														
78949242	78949259	78949128														
78949118																
2749515	2377187	2824880														
2621083	1347333	3038629														

Additional numbers attached?  Yes  No

<p><b>5. Name and address of party to whom correspondence concerning document should be mailed:</b></p> <p><b>Jennifer Ward</b>                  Skadden, Arps, Slate, Meagher &amp; Flom LLP                  Four Times Square                  New York, NY 10036-6522</p> <p>Tel: (212) 735-3059                  Fax: (917) 777-3059                  Jward@skadden.com</p>	<p><b>6. Total number of applications and registrations involved:</b> <u>13</u></p> <p><b>7. Total fee (37 CFR 1.21(h) and 3.41) \$340</b>  <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account                  (Our Ref. 217730/1994)</p> <p><b>8. Payment Information</b>                  Deposit Account No. <u>19-2385</u>                  Authorized user Name: <u>Stephanie Y. Grenald</u></p>
--	---

**9. Signature.**

\_\_\_\_\_  
 Signature  
 Jennifer Ward  
 Name of Person Signing

\_\_\_\_\_  
 Date  
 October 11, 2006

Total number of pages including cover sheet, and documents: 6

CH \$340.00 192385 78678549

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of September 26, 2006, made by Applied Systems, Inc., a Delaware corporation (the "Grantor"), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors in such capacity, the "Grantee") for the Secured Parties referred to in the Credit Agreement, dated as of September 26, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BC ASI Capital II, Inc., a Delaware corporation, BC Yosemite Holdings, Inc., a Delaware corporation (to be renamed Applied Systems, Inc. on the Closing Date (as defined in the Credit Agreement)), Credit Suisse, Cayman Islands Branch, as Administrative Agent, as Collateral Agent, as Swing Line Lender and as L/C Issuer, the several banks and other financial institutions or entities from time to time party thereto as lenders (collectively, the "Lenders"), Credit Suisse Securities (USA) LLC and J.P. Morgan Securities Inc., as joint bookrunners and as joint lead arrangers, and JPMorgan Chase Bank, N.A., as syndication agent.

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of September 26, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, the Grantor hereby assigns and pledges to the Grantee, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Grantee, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, slogans, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered, now existing or hereafter adopted, acquired or assigned to, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the U.S. Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto, together with (ii) any and all (A) rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (B) reissues, continuations, extensions and renewals thereof and amendments thereto, (C) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including

-2-

damages, claims and payments for past, present or future infringements thereof, (D) rights corresponding thereto throughout the world and (E) rights to sue for past, present and future infringements thereof; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement, and the Grantee and the Grantor hereby acknowledge and affirm that the rights and remedies of the Grantee 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]


IN WITNESS WHEREOF, the 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.

APPLIED SYSTEMS, INC.,  
as Grantor

By:   
Name: Thomas B. Clark  
Title: Assistant Treasurer

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,  
as Grantee

By:   
Name: PHILLIP HO  
Title: DIRECTOR

By:   
Name: SHAHEEN MALIK  
Title: ASSOCIATE

[Signature page to Trademark Security Agreement]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

		<i>U.S. Trademark Registrations</i>	
<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Applied Systems, Inc.	Applied ConneXion	08/12/03	2749515
Applied Systems, Inc.	Applied Systems	8/15/00	2377187
Applied Systems, Inc.	<u>Fax@vantage</u>	03/23/04	2824880
Applied Systems, Inc.	INSCOPE	09/17/02	2621083
Applied Systems, Inc.	The Agency Manager	07/09/85	1,347,333
Applied Systems, Inc.	Vision	1/10/06	3038629
Applied Systems Canada Inc.	Le Gestionnaire D'Agence	02/15/85	TMA299981
Applied Systems Canada Inc.	The Agency Manager	10/17/02	TMA569021

<i>U.S. Trademark Applications</i>		
<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
Alerts!	07/26/05	78678549
Applied Systems Logo (Red, White, Blue)	07/26/05	78678396
TAM	06-22-06	78914025
TAMOnline	08/10/06	78949242
VisionOnline	08-10-06	78949259
OUR SOFTWARE IS JUST THE BEGINNING.	08-10-06	78949128
THE POWER TO MAKE YOU MORE PROFITABLE.	08-10-06	78949118