

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SUBSIDIARY JOINDER AGREEMENT (SECOND LIEN)
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRIORITY DATA SYSTEMS, INC.		10/11/2006	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2640220	ACCU-QUOTE
Registration Number:	1237819	PRIORITY
Registration Number:	2906930	PRIORITY AGENCY
Registration Number:	2573358	PRIORITY CREDITLINK
Registration Number:	2670860	PRIORITY DATALINK
Registration Number:	2406121	PRIORITYRATE
Registration Number:	2662851	PRIORITYRATE NVISION
Registration Number:	2504009	PRIORITY-QUOTE
Registration Number:	2438281	SHOP THE LIMITS
Registration Number:	2820324	SPEED RATER

CORRESPONDENCE DATA

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 714-540-1235

OP \$265.00 2640220

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 Azcona
Signature:	/kristinazcona/
Date:	03/13/2007

**Total Attachments: 20**

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**SUBSIDIARY JOINDER AGREEMENT  
(Second Lien)**

THIS SUBSIDIARY JOINDER AGREEMENT (this "**Joinder Agreement**") is made and entered into as of October 11, 2006 by PRIORITY DATA SYSTEMS, INC. (f/k/a INSURITY RATING AND ANALYTICS SERVICES INC.), a Nebraska 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 (the "**Credit Agreement**"), 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:

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TRADEMARK  
REEL: 003498 FRAME: 0870

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.

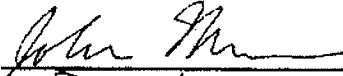
10. Final Expression. This Joinder Agreement, together with the Credit Agreement and the other Loan Documents, constitute the final, entire agreement among the parties hereto and thereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, 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.

PRIORITY DATA SYSTEMS, INC., a Nebraska corporation

By:   
Name: John Horn  
Title: SVP

CREDIT SUISSE, as Administrative Agent and Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

PRIORITY DATA SYSTEMS, INC., a Nebraska corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: VANESSA GOMEZ  
Title: VICE PRESIDENT

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

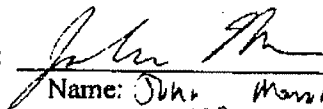
By: \_\_\_\_\_  
Name: NUPUR KUMAR  
Title: ASSOCIATE

Joinder Agreement Signature Page (Second Lien)

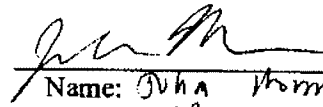


Agreed and consented to as of  
the day and year first above written:

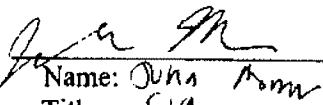
**VF HOLDING CORP.**

By:   
Name: John Morris  
Title: SVP

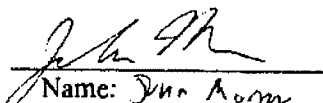
**VERTAFORE, INC.**

By:   
Name: John Morris  
Title: SVP

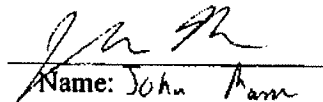
**INSTAR CORPORATION**

By:   
Name: John Morris  
Title: SVP

**ALLENBROOK, INC.**

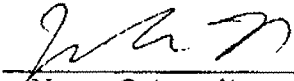
By:   
Name: John Morris  
Title: SVP

**SILVERPLUME REFERENCE SYSTEMS,  
INC.**

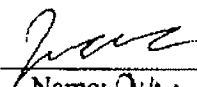
By:   
Name: John Morris  
Title: SVP

Signature Page to Joinder Agreement (Second Lien)

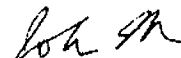
**RACKLEY SOLUTIONS, INC.**

By:   
Name: Ogha Morn  
Title: SVP

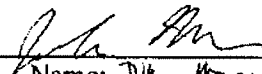
**CIS SOLUTIONS, INC.**

By:   
Name: Ogha Morn  
Title: SVP

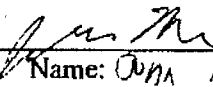
**BCF TECHNOLOGY, INC.**

By:   
Name: Ogha Morn  
Title: VP

**BENEFITPOINT HOLDING CORP.**

By:   
Name: Ogha Morn  
Title: SVP

**BENEFITPOINT, INC.**

By:   
Name: Ogha Morn  
Title: SVP

**SCHEDULE I**

**SUPPLEMENTS TO SCHEDULES**

**SUPPLEMENT TO SCHEDULES  
SECOND LIEN**

**Priority Data Systems, Inc.**

The following Supplement to Schedules (this "Supplement") is delivered by Priority Data Systems, 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>
Priority Data Systems, Inc.	Corporation	Nebraska	5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	47-0613357

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

<u>Name of Grantor</u>	<u>Trade Name/Fictitious Name</u>
Priority Data Systems, Inc.	Insurity Rating and Analytics Services Inc.

(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:

<u>Full Legal Name</u>	<u>Description</u>
Priority Data Systems, Inc.	Changed corporate name from Priority Data Systems, Inc. to Insurity Rating and Analytics Services Inc. effective 5/3/2005
	Changed corporate name to Priority Data Systems Inc. effective 10/2/2006

(D) Financing Statements:

Name of Grantor

Priority Data Systems, Inc.

Filing Jurisdiction

Nebraska Secretary of State

Schedule I-3

**TRADEMARK**  
**REEL: 003498 FRAME: 0881**

**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

Priority Data Systems, Inc.

1. 5035 South 110<sup>th</sup> Street Omaha, Nebraska 68137

Schedule II-1

**SCHEDULE III  
TO PLEDGE AND SECURITY AGREEMENT**

**INVESTMENT RELATED PROPERTY**

Pledged Stock:

<b>Grantor</b>	<b>Stock Issuer</b>	<b>Class of Stock</b>	<b>Certificated (Y/N)</b>	<b>Stock Certificate No.</b>	<b>Par Value</b>	<b>No. of Pledged Stock</b>	<b>% of Outstanding Stock of the Stock Issuer</b>
Vertafore, Inc.	Priority Data Systems, Inc.	Common Stock	Y	5	\$1.00	6,600	100%

Pledged LLC Interests: NONE

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

Pledged Partnership Interests: NONE

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

Pledged Trust Interests: NONE

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

Schedule III-1



Pledged Debt: NONE

<b>Grantor</b>	<b>Issuer</b>	<b>Original Principal Amount</b>	<b>Outstanding Principal Balance</b>	<b>Issue Date</b>	<b>Maturity Date</b>

Securities Account: NONE

<b>Grantor</b>	<b>Share of Securities Intermediary</b>	<b>Account Number</b>	<b>Account Name</b>

Commodities Accounts: NONE

<b>Grantor</b>	<b>Name of Commodities Intermediary</b>	<b>Account Number</b>	<b>Account Name</b>

Deposit Accounts: NONE

<b>Grantor</b>	<b>Name of Depository Bank</b>	<b>Account Number</b>	<b>Account Name</b>

**SCHEDULE IV  
TO PLEDGE AND SECURITY AGREEMENT**

**[RESERVED]**

Schedule V-1

**SCHEDULE V  
TO PLEDGE AND SECURITY AGREEMENT**

**LETTERS OF CREDIT**

**NONE**

Schedule V-2

**TRADEMARK  
REEL: 003498 FRAME: 0886**

**SCHEDULE VI  
TO PLEDGE AND SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY**

**(A) COPYRIGHTS**

NONE.

**(B) COPYRIGHT LICENSES**

NONE.

**(C) PATENTS**

NONE.

**(D) PATENT LICENSES**

NONE.

**(E) TRADEMARKS**

<b>Trademark Name</b>	<b>Owner/Address</b>	<b>Application Number/Filing Date</b>	<b>Registration Number/Date</b>
Accu-Quote	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	75/858,516 November 26, 1999	2,640,220 October 22, 2002
Priority	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	73/358,785 April 8, 1982	1,237,819 May 10, 1983 - registered September 4, 2002 - first renewal
Priority Agent	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	76/763,315 November 30, 2004	2,906,930 November 30, 2004
Priority Creditlink	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	76/220,091 March 6, 2001	2,573,358 May 28, 2002
Priority Datalink	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	76/003,493 March 18, 2000	2,670,860 January 17, 2003
PriorityRate	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	75/858,543 November 26, 1999	2,406,121 November 21, 2000
Priority Rate NVision	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	76/362,909 January 28, 2002	2,662,851 December 17, 2002
Priority-Quote	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	76/153,821 October 26, 2000	2,504,009 November 6, 2001

Schedule VI-1

<b>Trademark Name</b>	<b>Owner/Address</b>	<b>Application Number/Filing Date</b>	<b>Registration Number/Date</b>
Shop the Limits	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	75/858,568 November 26, 1999	2,438,281 March 27, 2001
Speed Rater	Priority Data Systems, Inc. 5035 South 110 <sup>th</sup> Street Omaha, Nebraska 68137	76/423,079 June 13, 2002	2,820,324 March 2, 2004

**(F) TRADEMARK LICENSES**

NONE.

**(G) TRADE SECRET LICENSES**

NONE.

**(H) INTELLECTUAL PROPERTY MATTERS**

NONE

**SCHEDULE VII  
TO PLEDGE AND SECURITY AGREEMENT**

**COMMERCIAL TORT CLAIM**

**NONE**

Schedule VII