# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM396757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse First Boston		08/29/2016	Bank: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Vertafore, Inc.	
Street Address:	11724 NE 195th Street	
City:	Bothell	
State/Country:	WASHINGTON	
Postal Code:	98011	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark	
Registration Number:	2871882	AFW	
Registration Number:	1862840	AMS	
Registration Number:	2877199	AMS360	
Registration Number:	2838618	AMS 360	
Registration Number:	1330043	EXCEL-O-RATER	
Registration Number:	2827840	FORM WORKS	
Registration Number:	2786478	FORMWORKS	
Registration Number:	2879241	INNOVATION@WORK	
Registration Number:	2682015	NETRATER	
Registration Number:	2708575	NETRATER	
Registration Number:	1638945	PS4	
Registration Number:	2687608	QUOTENETWORKS	
Registration Number:	2642244	QUOTENETWORKS	
Registration Number:	2428335	R RACKLEY SYSTEMS, INC.	
Registration Number:	2747084	SAGE	
Registration Number:	2871880	SAGITTA	
Registration Number:	2728855	SILVERPLUME	
Registration Number:	2728857	SILVER PLUME	
Registration Number:	2881432	TRANSACTNOW	

TRADEMARK REEL: 005867 FRAME: 0055

900376405

Property Type	Number	Word Mark	
Registration Number:	2891197	TRANSACTNOW PRACTICAL INTERFACE WORKFLOW	
Registration Number:	2773181	TURNING INFORMATION INTO ANSWERS.	
Serial Number:	78288072	AMS	
Serial Number:	78389963	AMS RACKLEY	
Serial Number:	78220737	INNOVATION@WORK	
Serial Number:	78440255	INSURANCE OBJECTS	
Serial Number:	78440293	INSURANCEOBJECTS	
Serial Number:	78360229	PS4 PLUS	
Serial Number:	78402974	RATE WRITE	
Serial Number:	76615836	QUOTE WORKS	
Serial Number:	78389887	SERVICE 24/7 ALWAYS OPEN!	
Serial Number:	78402956	SET WRITE	
Serial Number:	78353527	SUMNITY	
Serial Number:	78402946	THE RIGHT WAY TO WRITE MORE BUSINESS	
Serial Number:	78220700	TRANSACTNOW	
Serial Number:	78353535	VERTAFORE	

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	08/30/2016	

#### **Total Attachments: 6**

source=Vertafore - Trademark (2L) Release 2005#page1.tif source=Vertafore - Trademark (2L) Release 2005#page2.tif source=Vertafore - Trademark (2L) Release 2005#page3.tif source=Vertafore - Trademark (2L) Release 2005#page4.tif source=Vertafore - Trademark (2L) Release 2005#page5.tif source=Vertafore - Trademark (2L) Release 2005#page6.tif

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Pleas	e record the attached documents or the new address(es) below.	
Name of conveying party(ies):	2. Name and address of receiving party(ies)	
Credit Suisse First Boston	Additional names, addresses, or offizenship attached?	
	Name: Vertafore, Inc.	
Individual(s) Association Partnership Limited Partnership Corporation- State:  Other Bank Citizenship (see guidelines) USA Additional names of conveying parties attached?	Street Address: 11724 NE 195th Street  City: Bothell  Stale: WA  Country: USA Zip: 98011  Individual(s) Citizenship  Association Citizenship	
3. Nature of conveyance/Execution Date(s) :	Association Citizenship Partnership Citizenship Limited Partnership Citizenship	
Execution Date(s) August 29, 2016  Assignment Merger  Security Agreement Change of Name  Other Release of Second Lien Security interest	Corporation Citizenship USA-DE  Other Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)	
Application number(s) or registration number(s) and     A. Trademark Application No.(s)	I identification or description of the Trademark.  B. Trademark Registration No.(s)	
See Schedule I	See Schedule I	
C. Identification or Description of Trademark(s) (and Filing		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Canera, Legal Assistant	6. Total number of applications and registrations involved:	
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Street Address: <u>c/o Cahill Gordon &amp; Reindel LLP</u> 80 Pine Street	Authorized to be charged to deposit account Enclosed	
City: New York	8. Payment Information:	
State: NY Zip: 10005		
Phone Number: (212) 701-3365		
Docket Number:	Deposit Account Number	
Email Address: ecamera@cahill.com	Authorized User Name	
9. Signature: Vaul (all 0	August 29, 2016	
Signature	Date	
Elaine Carrera	Total number of pages including cover 6 sheet, placements, and documents	
Name of Person Signing	andor anatomona, and accomment	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8140, or malled to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF TRADEMARK SECURITY INTEREST (Second Lien), dated as of August 29, 2016 (this "Release") and with effect as of January 31, 2006, by Credit Suisse First Boston, in its capacity as Administrative Agent and Collateral Agent (as defined below) and as Arranger, in favor of the Company (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Second Lien Credit Agreement or the Second Lien Trademark Security Agreement, as applicable, referred to below.

Reference is made to (i) the Second Lien Credit Agreement dated as of December 22, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement), among Vertafore, Inc., a Delaware corporation (the "Company"), VF Holding Corp., a Delaware corporation ("Holdings"), the Lenders party thereto, Credit Suisse First Boston, as administrative agent and as collateral agent (in such capacities, the "Administrative Agent" and the "Collateral Agent" respectively) and as an Arranger, and the other agents party thereto and (ii) the Second Lien Trademark Security Agreement dated as of December 22, 2004 (as supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement") among the Company, Holdings, the Debtors party thereto and the Collateral Agent.

WHEREAS, pursuant to the Second Lien Credit Agreement and the Second Lien Trademark Security Agreement, the Company granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the Collateral (as defined in the Second Lien Trademark Security Agreement), including in, among other things, the trademarks of the Company set forth on Schedule I hereto (the "Trademarks"), which security interest was recorded with the United States Patent & Trademark Office on March 9, 2005 at Reel/Frame 003136/0477.

WHEREAS, in connection with the termination of the Second Lien Credit Agreement and the Second Lien Trademark Security Agreement, which occurred on January 31, 2006 the Company has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Second Lien Trademark Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish, terminate and discharge any and all security interests it has against the Collateral and reassigns all right, title and interest it may have in the Collateral to the Company. The Collateral Agent authorizes the Company to file this Release with the United States Patent and Trademark Office to evidence the release and termination of the Collateral Agent's security interests in the Trademarks made hereunder. The Collateral Agent shall take all further actions and provide to the Company, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Company and at the sole cost and expense of the Company, to more fully and effectively effectuate the purposes of this Release. The execution and/or delivery of this Release by the Collateral Agent shall be without recourse to or warranty by the Collateral Agent or any Secured Party.

THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (as successor in interest to CREDIT SUISSE FIRST BOSTON)

in its capacity as Collateral Agent,

By:

Name:

Title: AUTHORIZED SIGNATORY

By:

Name: Title:

Max Wallins

Authorized Signatory

# Schedule I

# **U.S. Trademarks of the Company**

Registration No./Application Number	Registration Date/ Filing Date	Registration Owner/Applicant	Mark
2,871,882	August 10, 2004	Vertafore, Inc.	AFW
1,862,840	November 15, 1994	Vertafore, Inc.	AMS (AND DESIGN)
2,877,199	August 24, 2004	Vertafore, Inc.	AMS 360
2,838,618	May 4, 2004	Vertafore, Inc.	AMS 360 (AND DESIGN)
1,330,043	April 9, 1985	Vertafore, Inc.	EXCEL-O-RATER
2,827,840	March 30, 2004	Vertafore, Inc.	FORMSWORKS (AND DESIGN)
2,786,478	November 25, 2003	Vertafore, Inc.	FORMWORKS
2,879,241	August 31, 2004	Vertafore, Inc.	INNOVATION@WORK
2,682,015	January 28, 2003	Vertafore, Inc.	NETRATER
2,708,575	April 22, 2003	Vertafore, Inc.	NETRATER (AND DESIGN)
1,638,945	March 26, 1991	Vertafore, Inc.	PS4 (AND DESIGN)
2,687,608	February 11, 2003	Vertafore, Inc.	QUOTENETWORKS
2,642,244	October 29, 2002	Vertafore, Inc.	QUOTENETWORKS (AND DESIGN)
2,428,335	February 13, 2001	Vertafore, Inc.	RACKLEY SYSTEMS, INC. & Design
2,747,084	August 5, 2003	Vertafore, Inc.	SAGE
2,871,880	August 10, 2004	Vertafore, Inc.	SAGITTA
2,728,855	May 17, 2002	Vertafore, Inc.	SILVERPLUME
2,728,857	June 24, 2003	Vertafore, Inc.	SILVERPLUME (STYLIZED AND DESIGN)
2,881,432	September 7, 2004	Vertafore, Inc.	TRANSACTNOW
2,891,197	October 5, 2004	Vertafore, Inc.	TRANSACTNOW PRACTICAL INTERFACE WORKFLOW (AND DESIGN)
2,773,181	October 14, 2003	Vertafore, Inc.	TURNING INFORMATION INTO ANSWERS

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Pending U.S. Trademark Applications of the Company

Application No.	Filing Date	Applicant	Mark
78/288,072	August 15, 2003	Vertafore, Inc.	AMS (Stylized)
78/389,963	March 24, 2004	Vertafore, Inc.	AMS RACKLEY & Design
78/220,737	March 3, 2003	Vertafore, Inc.	INNOVATION@WORK (AND DESIGN)
78/440,255	June 23, 2004	Vertafore, Inc.	INSURANCE OBJECTS
78/440,293	June 23, 2004	Vertafore, Inc.	INSURANCEOBJECTS
78/360,229	January 30, 2004	Vertafore, Inc.	PS4 PLUS & Design
78/402,974	April 16, 2004	Vertafore, Inc.	RATE WRITE & Design
76/615,836	October 12, 2004	Vertafore, Inc.	QUOTEWORKS (AND DESIGN)
78/389,887	March 24, 2004	Vertafore, Inc.	SERVICE 24/7 ALWAYS OPEN! & Design
78/402,956	April 16, 2004	Vertafore, Inc.	SET WRITE & Design
78/353,527	January 19, 2004	Vertafore, Inc.	SUMNITY
78/402,946	April 16, 2004	Vertafore, Inc.	THE RIGHT WAY TO WRITE MORE BUSINESS
78/220,700	March 3, 2003	Vertafore, Inc.	TRANSACTNOW (AND DESIGN)
78/353,535	January 19, 2004	Vertafore, Inc.	VERTAFORE

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**RECORDED: 08/30/2016**