

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertafore, Inc.		07/02/2018	Corporation: DELAWARE
Sircon Corporation		07/02/2018	Corporation: DELAWARE
RiskMatch, Inc.		07/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nomura Corporate Funding Americas, LLC		
Street Address:	309 West 49th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	2871882	AFW	
Registration Number:	4623330	AGENCYEDGE	
Registration Number:	2877199	AMS360	
Registration Number:	2471952	BENEFITPOINT	
Registration Number:	3525237	CLIENTCONNECT	
Registration Number:	3150569	COMPLIANCE EXPRESS	
Registration Number:	3990503		
Registration Number:	4265105	ENGAGE	
Registration Number:	3439225	FINANCEPRO	
Registration Number:	2111943	FSC RATER	
Registration Number:	3219294	I	
Registration Number:	3221132	IMAGERIGHT	
Registration Number:	4523464	IMAGERIGHT FASTTRACK	
Registration Number:	2839885	INSTAR	
Registration Number:	3456389	PREVAIL NETWORK	
Registration Number:	3736985	PRODUCER EXPRESS	
Registration Number:	3528183	PRODUCER PLUS	

OP \$965.00 2871882

Property Type	Number	Word Mark
Registration Number:	4469430	QQ CATALYST
Registration Number:	4033992	QQ EVOLUTION
Registration Number:	4692345	QQ SOLUTIONS
Registration Number:	3794260	REFERENCECONNECT
Registration Number:	2747084	SAGE
Registration Number:	2871880	SAGITTA
Registration Number:	2728855	SILVERPLUME
Registration Number:	2397583	SIRCON
Registration Number:	4173966	SIRCON
Registration Number:	3471270	SIRCON FOR STATES
Registration Number:	2881432	TRANSACTNOW
Registration Number:	3867724	TRANSACTNOW
Registration Number:	4060405	VERTAFORE
Registration Number:	4060789	VERTAFORE
Registration Number:	3163443	VERTAFORE
Registration Number:	4023154	VERTAFORE
Registration Number:	4726100	VERTAFORE PRODUCER ADVANTAGE
Registration Number:	4392599	WORKSMART
Registration Number:	4165011	WORKSMART
Registration Number:	4591875	RISKMATCH
Registration Number:	4556656	RISKMATCH

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/05/2018

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS 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):

- 1. Verifare, Inc.
- 2. Sircon Corporation
- 3. RiskMatch, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE; 3. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 2, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Nomura Corporate Funding Americas, LLC

Street Address: 309 West 49th Street

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**5. Name & address of party 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 registrations involved:

38

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

July 2, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of July 2, 2018 (this "Agreement"), is made by the grantors listed on the signature page hereto (individually, a "Grantor", and, collectively the "Grantors"), 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 July 2, 2018 (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, Vertafore, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Nomura Corporate Funding Americas, LLC, as the Administrative Agent, the Collateral Agent and a Lender, and the other parties party thereto.

WITNESSETH:

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, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of July 2, 2018 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, the Grantors have 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 Trademarks, 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 their respective Loans to Holdings, the Borrower and the Restricted Subsidiaries, the Grantors hereby agree 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, the Grantors hereby grant a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by the Grantors (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and 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, but excluding Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Grantor an instrument in writing in recordable

form releasing the Security Interest in the Trademarks of such Grantor under this Grant of security interest in Trademarks.

5. Acknowledgment. The Grantors do 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. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and Security Interests granted to the Collateral Agent pursuant to the Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreements), including liens and security interests granted to Nomura Capital Funding Americas, LLC, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement.

7. 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.

8. 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., a Delaware corporation,
as a Grantor

By: 
Name: Chris DeBiase
Title: Chief Financial Officer

SIRCON CORPORATION, a Delaware corporation,
as a Grantor

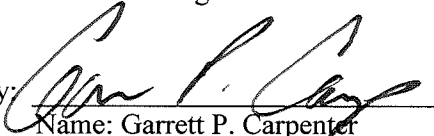
By: 
Name: Chris DeBiase
Title: Chief Financial Officer

RISKMATCH, INC., a Delaware corporation,
as a Grantor

By: 
Name: Chris DeBiase
Title: Chief Financial Officer

[Second Lien Grant of Security Interest in Trademark]

NOMURA CORPORATE FUNDING AMERICAS, LLC,
as the Collateral Agent

By: 
Name: Garrett P. Carpenter
Title: Managing Director

[Second Lien Grant of Security Interest in Trademark]

TRADEMARK
REEL: 006372 FRAME: 0471

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Mark	Application Number	Application Date	Registration Number	Registration Date
Vertafore, Inc.	AFW	78-311,507	10/9/2003	2,871,882	8/10/2004
Vertafore, Inc.	AGENCYEDGE	86-018,276	7/24/2013	4,623,330	10/21/2014
Vertafore, Inc.	AMS360	78-220,541	3/1/2003	2,877,199	8/24/2004
Vertafore, Inc.	BENEFITPOINT	75-536,804	8/14/1998	2,471,952	7/24/2001
Vertafore, Inc.	CLIENTCONNECT	77-239,811	7/26/2007	3,525,237	10/28/2008
Sircon Corporation	COMPLIANCE EXPRESS	78-566,503	2/14/2005	3,150,569	10/3/2006
Vertafore, Inc.	DESIGN (ZIGZAG)	77-685,308	3/6/2009	3,990,503	7/5/2011
Vertafore, Inc.	ENGAGE	85-257,520	3/3/2011	4,265,105	12/25/2012
Vertafore, Inc.	FINANCEPRO	77-142,876	3/28/2007	3,439,225	6/3/2008
Vertafore, Inc.	FSC RATER	75-148,505	8/9/1996	2,111,943	11/11/1997
Vertafore, Inc.	I (STYLIZED AND DESIGN)	76-654,254	1/30/2006	3,219,294	3/20/2007
Vertafore, Inc.	IMAGERIGHT	76-654,255	1/30/2006	3,221,132	3/27/2007
Vertafore, Inc.	IMAGERIGHT FASTTRACK	85-981,479	1/6/2012	4,523,464	4/29/2014
Vertafore, Inc.	INSTAR	76-519,217	5/19/2003	2,839,885	5/11/2004
Vertafore, Inc.	PREVAIL NETWORK	77-142,708	3/28/2007	3,456,389	7/1/2008
Sircon Corporation	PRODUCER EXPRESS	78-566,471	2/14/2005	3,736,985	1/12/2010
Vertafore, Inc.	PRODUCER PLUS	77-099,372	2/5/2007	3,528,183	11/4/2008
Vertafore, Inc.	QQ CATALYST	85-912,504	4/23/2013	4,469,430	1/21/2014
Vertafore, Inc.	QQ EVOLUTION	85-184,013	11/23/2010	4,033,992	10/4/2011
Vertafore, Inc.	QQ SOLUTIONS	86-341,609	7/18/2014	4,692,345	2/24/2015
Vertafore, Inc.	REFERENCECONNECT	77-644,841	1/7/2009	3,794,260	5/25/2010
Vertafore, Inc.	SAGE	78-071,715	6/29/2001	2,747,084	8/5/2003
Vertafore, Inc.	SAGITTA	78-311,305	10/9/2003	2,871,880	8/10/2004
Vertafore, Inc.	SILVERPLUME	76-409,291	5/17/2002	2,728,855	6/24/2003
Sircon	SIRCON	75-777,627	8/16/1999	2,397,583	10/24/2000

Corporation					
Sircon Corporation	SIRCON	85-320,015	5/13/2011	4,173,966	7/17/2012
Sircon Corporation	SIRCON FOR STATES	77-339,950	11/29/2007	3,471,270	7/22/2008
Vertafore, Inc.	TRANSACTNOW	78-220,539	3/1/2003	2,881,432	9/7/2004
Vertafore, Inc.	TRANSACTNOW	85-039,215	5/14/2010	3,867,724	10/26/2010
Vertafore, Inc.	VERTAFORE	77-683,911	3/5/2009	4,060,405	11/22/2011
Vertafore, Inc.	VERTAFORE	77-982,628	3/5/2009	4,060,789	11/22/2011
Vertafore, Inc.	VERTAFORE	78-353,535	1/19/2004	3,163,443	10/24/2006
Vertafore, Inc.	VERTAFORE (STYLIZED AND DESIGN)	77-685,275	3/6/2009	4,023,154	9/6/2011
Vertafore, Inc.	VERTAFORE PRODUCER ADVANTAGE	86-049,822	8/28/2013	4,726,100	4/28/2015
Vertafore, Inc.	WORKSMART	77-965,129	3/22/2010	4,392,599	8/27/2013
Vertafore, Inc.	WORKSMART	77-983,145	3/22/2010	4,165,011	6/26/2012
RiskMatch, Inc.	RISKMATCH	86-116,630	11/12/2013	4,591,875	8/26/2014
RiskMatch, Inc.	RISKMATCH	85-741,530	9/28/2012	4,556,656	6/24/2014