

09-14-2004



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CCC Information Services Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: August 20, 2004

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston, as Collateral Agent

Internal

Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other bank organized under the laws of Switzerland acting through its Cayman Islands Branch.

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)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
see attached

B. Trademark Registration No.(s)
see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41).....\$640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrea Conis

Name of Person Signing

Andrea Conis

Signature

9/10/2004

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/14/2004 6TON11 00000005 1637820

01 FC:8521
02 FC:8522

40.00 OP
600.00 OP

TRADEMARK
REEL: 003045 FRAME: 0779

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ASSIGNMENT DIV

TRADEMARKS/TRADE NAMES OWNED BY CCC INFORMATION SERVICES INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CCC Information Services Inc. (stylized)	3/12/1991	1637820
EZest	8/6/1991	1653359
Autosearch	3/31/1992	1681404
The Connectivity Company	1/3/1995	1871548
CARS	5/14/1996	1974392
Pathways	6/10/1997	2070573
CCC	11/5/1996	2013714
Guidepost	11/10/1998	2203138
Flexstaff	4/13/1999	2239765
EZNet	6/1/1999	2249451
Pathways Enterprise Solutions	8/8/2000	2375049
ClaimScope	7/31/2001	2474329
Pathways Professional Advantage	1/1/2002	2524746
Delivering the Solution	3/19/2002	2549342
Intelligent Email	4/2/2002	2555685
Collision Repair Solution	8/20/2002	2610905
TL2000 Solution	9/17/2002	2620499
Efficiency Through Collaboration	2/4/2003	2682306
CCC Autoverse	5/18/2004	2843888
Redefining the Industry Together	6/15/2004	2855204
CCC Valuescope	7/13/2004	2863695

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
CCC Intellisphere	11/26/2002	78/189165 ·
CCC Subrogate	6/16/2004	78/436228 ·
Comp-Est	6/30/2004	78/443533 ·
Production Assistant	6/30/04	78/443539 ·

TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2004, among CCC INFORMATION SERVICES GROUP INC. ("*Holdings*"), CCC INFORMATION SERVICES INC. (the "*Borrower*"), the subsidiaries of the Borrower listed on Schedule I hereto and CREDIT SUISSE FIRST BOSTON ("*CSFB*"), as Collateral Agent (the "*Collateral Agent*").

Reference is made to the Guarantee and Collateral Agreement dated as of August 20, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among Holdings, the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of August 20, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and CSFB, as administrative agent (in such capacity, the "*Administrative Agent*") and as Collateral Agent for the Lenders. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a 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) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office (or any successor 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 II (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

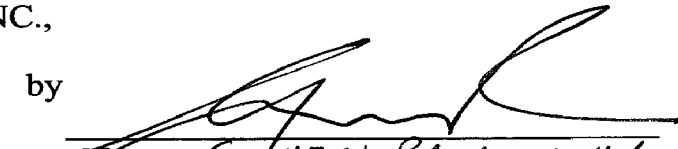
SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. *Applicable Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CCC INFORMATION SERVICES GROUP INC.,

by


Name: GITHESH RAMAMURTHY
Title: CHIEF EXECUTIVE OFFICER


CCC INFORMATION SERVICES INC.,

by


Name: GITHESH RAMAMURTHY
Title: CHIEF EXECUTIVE OFFICER

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO

by


Name: GITHESH RAMAMURTHY
Title: CHIEF EXECUTIVE OFFICER

CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands branch, as Collateral Agent,

by

Name:
Title:

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CCC INFORMATION SERVICES GROUP INC.,

by

Name:

Title:

CCC INFORMATION SERVICES INC.,

by

Name:

Title:

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

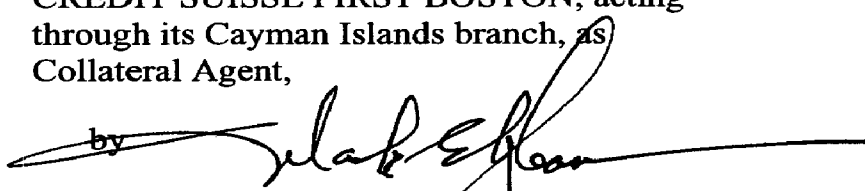
by

Name:

Title:

CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands branch, as Collateral Agent,

by



Name:

MARK E. GLEASON

Title:

DIRECTOR

by

Name:

JOSHUA PARRISH

Title:

ASSOCIATE

Schedule I

Subsidiary Guarantors

CCC Consumer Services Inc.
CCC Consumer Services Southeast Inc.
CCC Partsco Holdings, Inc.

. . . .

Schedule II

TRADEMARKS/TRADE NAMES OWNED BY CCC INFORMATION SERVICES INC.

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