

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Insurance Auto Auctions, Inc.		05/25/2005	CORPORATION: ILLINOIS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bear Stearns Corporate Lending Inc., as Administrative Agent
<b>Street Address:</b>	383 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10179
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1782221	BIDFAST
Registration Number:	2382030	DATALINK
Registration Number:	1783610	FASTTOW
Registration Number:	1788966	FASTTRACK
Registration Number:	1900846	IAA
Registration Number:	1899150	IAA
Registration Number:	1966717	IAA AUCTION CLUB
Registration Number:	1968483	IAA AUCTION CLUB
Serial Number:	78330562	INSURANCE AUTO AUCTIONS
Registration Number:	1839138	INSURANCE AUTO AUCTIONS
Registration Number:	2387323	RUN & DRIVE
Registration Number:	1794418	SUREPAY
Registration Number:	1980959	VIC/SMARTLOSS
Serial Number:	78578485	CSATODAY

OP \$390.00 1782221

Serial Number:

78578528

I-BID LIVE

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:

Rhonda DeLeon

Signature:

/Rhonda DeLeon/

Date:

05/26/2005

**Total Attachments: 6**

source=AxleTSA#page1.tif

source=AxleTSA#page2.tif

source=AxleTSA#page3.tif

source=AxleTSA#page4.tif

source=AxleTSA#page5.tif

source=AxleTSA#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 25, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Bear Stearns Corporate Lending Inc. as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. Insurance Auto Auctions, Inc., an Illinois corporation (the "Borrower") (successor by merger to Axle Merger Sub, Inc., an Illinois corporation), and Axle Holdings, Inc., a Delaware corporation ("Holdings"), have entered into a Credit Agreement, dated as of May 19, 2005 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the financial institutions from time to time party thereto as lenders (the "Lenders"), Bear, Stearns & Co. Inc. and Deutsche Bank Securities Inc. as joint lead arrangers and joint bookrunners, GMAC Commercial Finance LLC, ING Capital LLC and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as co-documentation agents, Deutsche Bank Securities Inc., as syndication agent, and the Administrative Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 25, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including without limitation certain Intellectual Property of the Grantors to the Administrative Agent, for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to all of the following property 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, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future

infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all United States patents, patent applications, including without limitation each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto; and

(d) any and all Proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

INSURANCE AUTO AUCTIONS, INC.

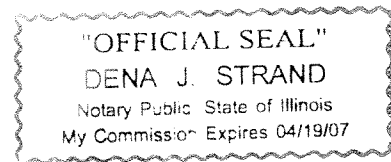
By: Sidney L. Kerley  
Name:  
Title: VP & GENERAL COUNSEL

STATE OF Illinois )  
 )  
COUNTY OF Cook ) : ss.:


On this 20<sup>th</sup> day of May, 2005 before me personally appeared Sidney L. Kerley, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Dena J. Strand  
Notary Public

My commission expires:



BEAR STEARNS CORPORATE LENDING INC.,  
as Administrative Agent

By:   
Name: Bram Smith  
Title: Vice President

**Schedule 1**

<u>Borrower/Grantor</u>	<u>Trademarks</u>	<u>Filing Date (Application Date)</u>	<u>Status</u>	<u>Registration No. (Application No.)</u>
Insurance Auto Auctions, Inc.	BIDFAST	2/12/1991	Registered	1,782,221
Insurance Auto Auctions, Inc.	DATALINK	3/11/1996	Registered	2,382,030
Insurance Auto Auctions, Inc.	FASTTOW	2/12/1991	Registered	1,783,610
Insurance Auto Auctions, Inc.	FASTTRACK	2/12/1991	Registered	1,788,966
Insurance Auto Auctions, Inc.	IAA	5/17/1994	Registered	1,900,846
Insurance Auto Auctions, Inc.	IAA & Design	5/5/1994	Registered	1,899,150
Insurance Auto Auctions, Inc.	IAA AUCTION CLUB	4/11/1995	Registered	1,966,717
Insurance Auto Auctions, Inc.	IAA AUCTION CLUB & Design	5/15/1995	Registered	1,968,483
Insurance Auto Auctions, Inc.	INSURANCE AUTO AUCTIONS	11/20/2003	Pending	(78/330,562)
Insurance Auto Auctions, Inc.	INSURANCE AUTO AUCTIONS (Supplemental Registered)	6/20/1990	Registered	1,839,138
Insurance Auto Auctions, Inc.	RUN & DRIVE	4/9/1999	Registered	2,387,323
Insurance Auto Auctions, Inc.	SUREPAY	2/12/1991	Registered	1,794,418
Insurance Auto Auctions, Inc.	VIC/SMARTLOSS	6/1/1995	Registered	1,980,959
Insurance Auto Auctions, Inc.	CSATODAY	(3/2/2005)	Pending	(78/578,485)

<u>Borrower/Grantor</u>	<u>Trademarks</u>	<u>Filing Date (Application Date)</u>	<u>Status</u>	<u>Registration No. (Application No.)</u>
Insurance Auto Auctions, Inc.	I-BID LIVE	(3/2/3005)	Pending	(78/578,528)

NY1019147.5

**RECORDED: 05/26/2005**

**TRADEMARK  
REEL: 003092 FRAME: 0560**