# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CCC Information Services Inc.		02/10/2006	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent	
Street Address:	P.O. Box 2558	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77252	
Entity Type:	National Banking Association:	

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1681404	AUTOSEARCH
Registration Number:	1974392	CARS
Registration Number:	2013714	ccc
Serial Number:	78612215	CCC ACCUMARK ADVISOR
Serial Number:	78612163	CCC ACCUMARK REINSPECTION
Registration Number:	2843888	CCC AUTOVERSE
Registration Number:	1637820	CCC INFORMATION SERVICES INC.
Registration Number:	2938802	CCC INTELLISPHERE
Serial Number:	78754997	CCC PATHWAYS
Serial Number:	78436228	CCC SUBROGATE
Registration Number:	2863695	CCC VALUESCOPE
Registration Number:	2474329	CLAIMSCOPE
Registration Number:	2610905	COLLISION REPAIR SOLUTION
Registration Number:	3027435	COMP-EST
		TRADEMARK

TRADEMARK
REEL: 003247 FRAME: 0263

900042130

Registration Number:	2549342	DELIVERING THE SOLUTION
Registration Number:	2682306	EFFICIENCY THROUGH COLLABORATION
Registration Number:	1653359	EZEST
Registration Number:	2249451	EZNET
Serial Number:	78515999	FAST ACCURATE LOCAL MARKET VALUE
Registration Number:	2555685	INTELLIGENT EMAIL
Registration Number:	2070573	PATHWAYS
Registration Number:	2375049	PATHWAYS ENTERPRISE SOLUTION
Registration Number:	2524746	PATHWAYS PROFESSIONAL ADVANTAGE
Serial Number:	78443539	PRODUCTION ASSISTANT
Registration Number:	2855204	REDEFINING THE INDUSTRY TOGETHER
Registration Number:	1871548	THE CONNECTIVITY COMPANY
Registration Number:	2620449	TL2000 SOLUTION
Serial Number:	78586631	CCC ACCUMARK
Serial Number:	78586779	CCC AUTOVERSE
Serial Number:	78586840	CCC INTELLISPHERE
Serial Number:	78586876	CCC PATHWAYS
Serial Number:	78670741	CCC SUBROGATE
Serial Number:	78586892	CCC VALUESCOPE

### **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

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

Phone: (212) 455-7609

Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1157
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/14/2006

Total Attachments: 6 source=CCCTSI#page1.tif source=CCCTSI#page2.tif

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# GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 10, 2006 is made by CCC Information Services Inc., a Delaware corporation, located at World Trade Center Chicago, 444 Merchandise Mart, Chicago, IL 60654 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., located at 270 Park Avenue, 4th Floor, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of February 10, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CCC Information Services Group Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders and the Agent.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered a Guarantee and Collateral Agreement, dated as of February 10, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. <u>Definitions</u>. 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 and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

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of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Colleteral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereumto duly authorized as of the day and year first above written.

CCC INFORMATION SERVICES INC.

Name: Title:

Date:

JPMORGAN CHASE BANK, N.A. as Administrative Agent for the Lenders

By:

Name: Title:

Date:

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of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

CCC INFORMATION SERVICES INC.

By:		
Name:		 
Title:		
Date:		

JPMORGAN CHASE BANK, N.A. as Administrative Agent for the Lenders

Name:

Title: Date: Neil R. Boylan Managing Director

# ACKNOWLEDGMENT OF OBLIGOR

STATE OF	OF ILLINOIS	
COUNTY O	F COOK	) ss )

On this O day of FEBRUARY, 2005, before me personally appeared

PETER J. FALCONER on me known who, being by me duly sworn, did depose and say that

he/she is ASST. SECRETARY of CCC Information Services Inc., a Delaware corporation,

described herein and which executed the foregoing instrument, and that he/she signed his/her

name thereto pursuant to the authority granted by CCC Information Services Inc.

"OFFICIAL SEAL"
DIANE M. TARASIK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/19/2007

Drone M. Taronik Notary Public

(PLACE STAMP AND SEAL ABOVE)

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# ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New YORK )
STATE OF New YORK )  SS  COUNTY OF New (STK)
On this 13 day of February, 2008, before me personally appeared  Neil R Boylan to me known who, being by me duly sworn, did depose and say that
Neil Roylan to me known who, being by me duly sworn, did depose and say that
he/she is
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to
the authority granted by JPMorgan Chase Bank, N.A.
Notary Public ELSA V GRIFFITH Notary Public, State of New York No. 01GR4938119 Qualified in Kings County Commission Expires March 30, 2007
(PLACE STAMP AND SEAL ABOVE)

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## **SCHEDULE A**

# U.S. Trademark Registrations and Applications

<u>Trademark</u>	Registration or Application Number
AutoSearch	1681404
CARS	1974392
CCC	2013714
CCC Accumark Advisor	App. 78/612215
CCC Accumark Reinspection	App. 78/612163
CCC Autoverse	2843888
CCC Information Services Inc. and Design	1637820
CCC Intellisphere	2938802
CCC Pathways	App. 78/754997
CCC Subrogate	App. 78/436228
CCC Valuescope	2863695
ClaimScope	2474329
Collision Repair Solution	2610905
Comp-Est	3027435
Delivering the Solution	2549342
Efficiency Through Collaboration	2682306
EZEst	1653359
EZNet	2249451
Fast, Accurate, Local Market Value	App. 78/515999
Intelligent Email	2555685
Pathways	2070573
Pathways Enterprise Solution	2375049
Pathways Professional Advantage	2524746
Production Assistant	App. 78/443539
Redefining the Industry Together	2855204
The Connectivity Company	1871548
TL2000 Solution	2620449
CCC Accumark and Design	78/586,631
CCC Autoverse and Design	78/586,779
CCC Intellisphere and Design	78/586,840
CCC Pathways and Design	78/586,876
CCC Subrogate and Design	78/670,741
CCC Valuescope and Design	78/586,892

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**RECORDED: 02/14/2006**