

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc., as Administrative Agent (by JPMorgan Chase Bank, N.A. as authorized signatory)		05/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Automotive Finance Corporation		
Street Address:	13085 Hamilton Crossing Blvd.		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2817598	AFC	
Registration Number:	2869461	AFC AUTOMOTIVE FINANCE CORPORATION	
Registration Number:	2577690	MICRO 21	
Registration Number:	2424598	RAP	
Serial Number:	77635062	EXPLORE THE POWER	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		

CH \$140.00 2817598

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TRADEMARK
REEL: 004546 FRAME: 0810

ATTORNEY DOCKET NUMBER:	045494-0073
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	05/24/2011
Total Attachments: 9 source=Bear-JPMorgan KAR Release - 045494-0073#page1.tif source=Bear-JPMorgan KAR Release - 045494-0073#page2.tif source=Bear-JPMorgan KAR Release - 045494-0073#page3.tif source=Bear-JPMorgan KAR Release - 045494-0073#page4.tif source=Bear-JPMorgan KAR Release - 045494-0073#page5.tif source=Bear-JPMorgan KAR Release - 045494-0073#page6.tif source=Bear-JPMorgan KAR Release - 045494-0073#page7.tif source=Bear-JPMorgan KAR Release - 045494-0073#page8.tif source=Bear-JPMorgan KAR Release - 045494-0073#page9.tif	

TERMINATION AND RELEASE OF SECURITY INTERESTS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS** (this “Release”) is made as of May 19, 2011 by **BEAR STEARNS CORPORATE LENDING INC.**, as administrative agent (in such capacity, the “Administrative Agent”), in favor of Adesa, Inc., ADESA Properties Canada, Inc., Adesa Wisconsin, LLC, Insurance Auto Auctions, Inc., Automotive Finance Corporation, Dent Demon, LLC, and Automotive Finance Consumer Division, LLC (collectively, the “Grantors”). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Intellectual Property Security Agreement (as defined below) and if not therein defined, in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH

WHEREAS, KAR Holdings, Inc., a Delaware corporation (the “Borrower”), and KAR Holdings II, LLC, a Delaware limited liability company (“Holdings”), entered into that certain Credit Agreement, dated as of April 20, 2007 (as amended, supplemented, or otherwise modified from time to time, the “Credit Agreement”), with the financial institutions from time to time party thereto as lenders (the “Lenders”), Bear, Stearns & Co. Inc. and UBS Securities LLC, as joint lead arrangers, UBS Securities LLC, as syndication agent, Goldman Sachs Credit Partners L.P. and Deutsche Bank Securities Inc., as co-documentation agents, Bear, Stearns & Co. Inc., UBS Securities LLC and Goldman Sachs Credit Partners L.P., as joint bookrunners, the Administrative Agent and other parties from time to time signatory thereto;

WHEREAS, the Grantors executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 20, 2007 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, certain of the Grantors entered into that certain Intellectual Property Security Agreement, dated as of April 20, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain Supplemental Intellectual Property Security Agreement dated as of May 13, 2009, the “Intellectual Property Security Agreement”), which Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on May 1, 2007 at Reel/Frame No. 003533/0076, Reel/Frame No. 003533/0125, Reel/Frame No. 003533/0138, and with the United States Copyright Office on May 25, 2007 at V3553 D008 P1-8;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, certain of the Grantors entered into that certain Supplemental Intellectual Property Security Agreement, dated as of May 13, 2009, which was recorded with the United States Patent and Trademark Office on May 20, 2009 at Reel/Frame No. 003990/0340;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Intellectual Property Security Agreement, each Grantor granted to 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 then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time in the future may have acquired any right, title or interest (collectively, the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether as 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 Section 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 hereto, (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 then and thereafter due and/or payable with respect thereof (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 hereto, (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 then and thereafter 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 infringement 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 hereto, (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 then and thereafter 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, then 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.

WHEREAS, the Administrative Agent as of the date hereof no longer has any right, title, or interest in, to and under the Intellectual Property Collateral, including the patents, trademarks and copyrights listed on Schedule 1 hereto; and

WHEREAS, the Grantors have requested that the Administrative Agent release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

SECTION 1. Release. The Administrative Agent hereby releases, transfers and assigns, without representation or warranty and without recourse, unto each Grantor, its security interest in all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including the patents, trademarks, and copyrights listed on Schedule 1 hereto.

SECTION 2. Recordation. The Administrative Agent authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as

applicable, record this Release. The Administrative Agent hereby authorizes Grantors or Grantors' authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to memorialize the release of any security interest of Assignor in the Intellectual Property Collateral, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

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

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

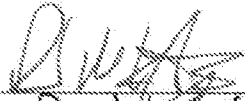
SECTION 5. Administrative Agent agrees to provide Grantors with any information and additional authorization necessary to effect the release of Administrative Agent's security interest in the Intellectual Property Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first written above.

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: JPMORGAN CHASE BANK, N.A.,
authorized signatory

By: 
Name: Randall K. Stephens
Title: Vice President

**SCHEDULE 1
TO
TERMINATION AND RELEASE OF SECURITY INTERESTS**

Patents:

None.

Copyrights:

Title	Type of Work	Reg. No.	Document Number	Claimant(s)
Pulse & 1 other title	Recorded Document	TX0005557245 TX0005549492	V3553D008	Adesa, Inc. Adesa Wisconsin, LLC Insurance Auto Auctions, Inc. Automotive Finance Corporation

Trademarks:

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
Canada	ADESA	TMA434,316	October 7, 1994	ADESA Properties Canada, Inc.	Registered
Canada	DESIGN ONLY	TMA601,386	February 4, 2004	ADESA Properties Canada, Inc.	Registered
Canada	ISAIAH 40:31 and Design	TMA492,524	April 7, 1998	ADESA Properties Canada, Inc.	Registered
Mexico	ADESA	779545	February 24, 2003	ADESA, Inc.	Registered
Mexico	ADESA and Design	764584	October 21, 2002	ADESA, Inc.	Registered
Mexico	DESIGN ONLY	764583	October 21, 2002	ADESA, Inc.	Registered
Mexico	PAR and Design	810808	October 24, 2003	ADESA, Inc..	Registered
United States	A and Design	3,070,822	March 21, 2006	ADESA, Inc.	Registered
United States	ADESA	1,783,137	July 20, 1993	ADESA, Inc.	Registered
United States	ADESA "FLORIDA CARS" AUCTION GROUP ADESA CLEARWATER ADESA	2,766,567	September 23, 2003	ADESA, Inc.	Registered

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
	JACKSONVILLE ADESA OCALA ADESA ORLANDO ADESA TAMPA WWW.ADESA.COM and Design				
United States	ADESA and Design	2,504,409	November 6, 2001	ADESA, Inc.	Registered
United States	ADESA INC. A and Design	3,138,256	September 5, 2006	ADESA, Inc.	Registered
United States	ADESA INC. and Design	3,144,560	September 19, 2006	ADESA, Inc.	Registered
United States	ADESA MARKET GUIDE	2,804,621	January 13, 2004	ADESA, Inc.	Registered
United States	ADESA RUN LIST	2,930,226	March 8, 2005	ADESA, Inc.	Registered
United States	AUTOLOT	2,462,333	June 19, 2001	ADESA, Inc.	Registered
United States	AUTOVIN	(77-126,546)	(March 9, 2007)	ADESA, Inc.	Registered
United States	DE@LERBLOCK	2,509,994	November 20, 2001	ADESA, Inc.	Registered
United States	DESIGN ONLY	2,504,410	November 6, 2001	ADESA, Inc.	Registered
United States	DOPPLER DISPATCH	2,554,587	April 2, 2002	ADESA, Inc.	Registered
United States	DRIVEN BY VALUES	3,057,695	February 7, 2006	ADESA, Inc.	Registered
United States	LEASECHECK	(77-126,624)	(March 9, 2007)	ADESA, Inc.	Registered
United States	LOTCHECK	(77-126,696)	(March 9, 2007)	ADESA, Inc.	Registered
United States	PAR	2,151,277	April 14, 1998	ADESA, Inc.	Registered
United States	PAR NORTH AMERICA VEHICLE TRANSITION SERVICES and Design	2,630,448	October 8, 2002	ADESA, Inc.	Registered
United States	PARTNERS IN SUCCESS	(77-026,738)	(October 23, 2006)	ADESA, Inc.	Registered
United States	PULSE	2,663,020	December 17, 2002	ADESA, Inc.	Registered
United States	SITECHECK	(77-127,917)	(March 11, 2007)	ADESA, Inc.	Registered
Wisconsin	CASCADE MOTORS	Registration Nos. not issued by Wisconsin	July 7, 2004	ADESA Wisconsin, LLC	Registered

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
		Secretary of State			
Intl Register	IAA	889469	March 29, 2006	Insurance Auto Auctions, Inc.	Registered
Intl Register	IAA and design	910468	June 13, 2006	Insurance Auto Auctions, Inc.	Registered
Intl Register	INSURANCE AUTO AUCTIONS	885284	March 29, 2006	Insurance Auto Auctions, Inc.	Registered
Intl Register	RUN & DRIVE	885285	March 29, 2006	Insurance Auto Auctions, Inc.	Registered
United States	INSURANCE AUTO AUCTIONS	3,026,577	December 13, 2005	Insurance Auto Auctions, Inc	Registered
United States	BIDFAST	1,782,221	July 13, 1993	Insurance Auto Auctions, Inc.	Registered
United States	DATALINK	2,382,030	September 5, 2000	Insurance Auto Auctions, Inc.	Registered
United States	FASTTOW	1,783,610	July 20, 1993	Insurance Auto Auctions, Inc.	Registered
United States	FASTTRACK	1,788,966	August 17, 1993	Insurance Auto Auctions, Inc.	Registered
United States	IAA	1,899,150	June 13, 1995	Insurance Auto Auctions, Inc.	Registered
United States	IAA	1,900,846	June 20, 1995	Insurance Auto Auctions, Inc.	Registered
United States	INSURANCE AUTO AUCTIONS	1,839,138	June 7, 1994	Insurance Auto	Registered

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
				Auctions, Inc.	
United States	RUN & DRIVE	2,387,323	September 19, 2000	Insurance Auto Auctions, Inc.	Registered
United States	SUREPAY	1,794,418	September 21, 1993	Insurance Auto Auctions, Inc.	Registered
United States	VIC/SMARTLOSS	1,980,959	June 18, 1996	Insurance Auto Auctions, Inc.	Registered
United States	AFC	2817598	February 24, 2004	Automotive Finance Corporation	Registered
United States	AFC AUTOMOTIVE FINANCE CORPORATION	2869461	August 3, 2004	Automotive Finance Corporation	Registered
United States	MICRO 21	2577690	June 11, 2002	Automotive Finance Corporation	Registered
United States	RAP	2424598	January 30, 2001	Automotive Finance Corporation	Registered
United States	CSATODAY	(77/663,395)	(February 4, 2009)	Insurance Auto Auctions, Inc.	Registered
United States	I-BID LIVE	(77/663,407)	(February 4, 2009)	Insurance Auto Auctions, Inc.	Pending
United States	DEALERBLOCK	3,457,907	July 1, 2008	ADESA, Inc.	Registered
United States	WORKING WONDERS	3,517,997	October 14, 2008	ADESA, Inc.	Registered
United States	LANEWATCH	(77/519,686)	(July 10, 2008)	ADESA, Inc.	Registered
United States	DENT DEMON PAINTLESS DENT REMOVAL SPECIALISTS and design	2,088,839	August 19, 1997	Dent Demon, LLC	Registered; Assigned from Dent Demon, Inc.
United States	AFCD Word	3,549,221	December 23, 2008	Automotive Finance	Registered

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
				Consumer Division, LLC	
United States	AFCD Logo	3,549,220	December 17, 2008	Automotive Finance Consumer Division, LLC	Registered
United States	Explore the Power	(77/635,062)	(December 17, 2008)	Automotive Finance Corporation	Registered
United States	LIVEBLOCK	(77679248)	(February 26, 2009)	ADESA, Inc.	Registered