

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Automotive Finance Corporation		05/19/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
Internal Address:	Floor 07
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3942428	7-14-21
Registration Number:	2817598	AFC
Registration Number:	2869461	AFC AUTOMOTIVE FINANCE CORPORATION
Registration Number:	3923095	AFCDEALER.COM
Registration Number:	2424598	RAP
Registration Number:	3925406	BUY & GO
Registration Number:	3650601	EXPLORE THE POWER
Registration Number:	3879847	OUR SERVICE WILL FLOOR YOU
Registration Number:	3771047	READY, SET, FLOOR

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-906-1200

CH \$240.00 3942428

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

ATTORNEY DOCKET NUMBER:	045494-0073
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	05/27/2011

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 19, 2011 (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 JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

A. KAR Auction Services, Inc., a Delaware corporation (the “Borrower”), has entered into the Credit Agreement, dated as of even date herewith (as amended, supplemented, or otherwise modified from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders (the “Lenders”), J.P. Morgan Securities LLC as sole lead arranger, J.P. Morgan Securities LLC, Goldman Sachs Lending Partners LLC, Barclays Capital and Deutsche Bank Securities Inc., as joint bookrunners, Goldman Sachs Lending Partners LLC as syndication agent, Barclays Bank PLC and Deutsche Bank Securities Inc. as co-documentation agents, the Administrative Agent and other parties from time to time signatory thereto.

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 even date herewith 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 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 any applications filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or of any

registration that issues therefrom) 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, misappropriations, dilutions and other violations 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 and other violations 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 and other violations 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.

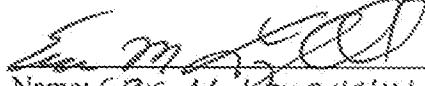
SECTION 3. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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.

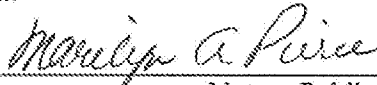
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

INSURANCE AUTO AUCTIONS, INC.

By: 
Name: ERIC M. LOUGHMILLER
Title: AUTHORIZED SIGNATORY OFFICER

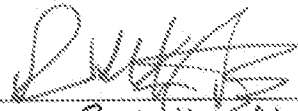
STATE OF INDIANA)
COUNTY OF HAMILTON) ss.:

On this ____ day of May, 2011, before me personally appeared Eric M. Loughmiller, 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.


Notary Public

My commission expires: 10/29/17

JPMorgan Chase Bank, N.A.,
as Administrative Agent

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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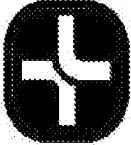


TRADEMARK
REEL: 004550 FRAME: 0175


Schedule 1




U.S. TRADEMARKS

Owner: Adesa, Inc.

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1.	A 	78590498 3/18/2005	3070822 3/21/2006	REGISTERED
2.	ADESA 	76191933 1/8/2001	2504409 11/6/2001	REGISTERED
3.	ADESA	74238020 1/6/1992	1783137 7/20/1993	REGISTERED
4.	ADESA CUSTOMER CONNECTION 	85171232 11/8/2010	---	PENDING
5.	ADESA INC. 	7859041 3/18/2005	3144560 9/19/2006	REGISTERED
6.	ADESA INC. 	78590375 3/18/2005	3138256 9/5/2006	REGISTERED
7.	ADESA MARKET GUIDE	76499175 3/11/2003	2804621 1/13/2004	REGISTERED

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
8.	ADESA RUN LIST	76543772 9/9/2003	2930226 3/8/2005	REGISTERED
9.	ARBITRATIONWATCH ARBITRATIONWATCH	77519692 7/10/2008	3825709 7/27/2010	REGISTERED
10.	AUTOVIN AUTOVIN	77126546 3/9/2007	3343249 11/27/2007	REGISTERED
11.	DEALERBLOCK DEALERBLOCK	77348549 12/10/2007	3457907 7/1/2008	REGISTERED
12.	DESIGN ONLY 	85013133 4/13/2010	3882908 11/30/2010	REGISTERED
13.	DESIGN ONLY 	77732517 5/8/2009	3782617 4/27/2010	REGISTERED
14.	DESIGN ONLY 	76191940 1/8/2001	2504410 11/6/2001	REGISTERED
15.	DRIVEN BY VALUES	78570960 2/18/2005	3057695 2/7/2006	REGISTERED

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
16.	IFWATCH IFWATCH	77520973 7/13/2008	3825711 7/27/2010	REGISTERED
17.	LAI LAI	77679104 2/26/2009	3874188 11/9/2010	REGISTERED
18.	LAI LIVEBLOCK AUCTIONS INTERNATIONAL  LIVEBLOCK AUCTIONS INTERNATIONAL	77679245 2/26/2009	3874190 11/9/2010	REGISTERED
19.	LANEWATCH LANEWATCH	77519686 7/10/2008	3930379 3/15/2011	REGISTERED
20.	LEASECHECK LEASECHECK	77126624 3/9/2007	3404417 4/1/2008	REGISTERED
21.	LIVEBLOCK LIVEBLOCK	77679248 2/26/2009	3760098 3/16/2010	REGISTERED
22.	LIVEBLOCK AUCTIONS INTERNATIONAL LIVEBLOCK AUCTIONS INTERNATIONAL	77679240 9/26/2009	3874189 11/9/2010	REGISTERED
23.	LOTCHECK LOTCHECK	77126696 3/9/2007	3343254 11/27/2007	REGISTERED

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
24.	LVX 	85203019 12/21/2010	---	PENDING
25.	LVX	85203015 12/21/2010	---	PENDING
26.	PAR	75088906 4/16/1996	2151277 4/14/1998	REGISTERED
27.	PAR NORTH AMERICA VEHICLE TRANSITION SERVICES 	76190675 1/8/2001	2630448 10/8/2002	REGISTERED
28.	PAR NORTH AMERICA VEHICLE TRANSITION SERVICES AN ADESA INC. COMPANY PLATINUM PLUS CERTIFIED 	77616295 11/18/2009	3775755 4/13/2010	REGISTERED
29.	PARTNERS IN SUCCESS PARTNERS IN SUCCESS	77026738 10/23/2006	3333414 11/13/2007	REGISTERED
30.	PLUS PLUS	85013137 4/13/2010	3882909 11/30/2010	REGISTERED
31.	PSIWATCH PSIWATCH	77520975 7/13/2008	3825712 7/27/2010	REGISTERED
32.	PULSE	76376577 2/28/2002	2663020 12/17/2002	REGISTERED


	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
33.	SITECHECK SITECHECK	77127917 3/11/2007	3429575 5/20/2008	REGISTERED
34.	WORKING WONDERS WORKING WONDERS	77369102 1/10/2008	3517997 10/14/2008	REGISTERED

Owner: Automotive Finance Corporation


	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1.	7-14-21 7-14-21	85082830 7/12/2010	3942428 4/5/2011	REGISTERED
2.	AFC	78250161 5/15/2003	2817598 2/24/2004	REGISTERED
3.	AFC AUTOMOTIVE FINANCE CORPORATION	78250155 5/15/2003	2869461 8/3/2004	REGISTERED
4.	AFCDEALER.COM AFCDEALER.COM	85082835 7/12/2010	3923095 2/22/2011	REGISTERED
5.	RAP	75710986 5/21/1999	2424598 1/30/2001	REGISTERED


	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
6.	BUY & GO BUY & GO	85082821 7/12/2010	3925406 3/1/2011	REGISTERED
7.	EXPLORE THE POWER	77635062 12/17/2008	3650601 7/7/2009	REGISTERED
8.	OUR SERVICE WILL FLOOR YOU <small>OUR SERVICE WILL FLOOR YOU</small>	85013033 4/13/2010	3879847 11/23/2010	REGISTERED
9.	READY, SET, FLOOR	77810201 8/21/2009	3771047 4/6/2010	REGISTERED

Owner: Automotive Finance Consumer Division, LLC

Trademark/ Image if any		Application Number Application Date	Registration Number Registration Date	Status
1.	AFCD	77355964 12/19/2007	3549221 12/23/2008	REGISTERED
2.	A NEW HORIZON AFCD AUTOMOTIVE FINANCE CONSUMER DIVISION 	77355950 12/19/2007	3549220 12/23/2008	REGISTERED

Owner: Insurance Auto Auctions, Inc.

Trademark/ Image if any		Application Number Application Date	Registration Number Registration Date	Status
1.	BIDFAST	74138657 2/12/1991	1782221 7/13/1993	REGISTERED RENEWED
2.	CSATODAY	77663395 2/4/2009	3756750 3/9/2010	REGISTERED
3.	FASTTOW	74138655 2/12/1991	1783610 7/20/1993	REGISTERED RENEWED
4.	FASTTRACK	74138653 2/12/1991	1788966 8/17/1993	REGISTERED RENEWED
5.	IAA	74527163 5/17/1994	1900846 6/20/1995	REGISTERED RENEWED
6.	IAA 	74521353 5/5/1994	1899150 6/13/1995	REGISTERED RENEWED
7.	I-BID LIVE	77663407 2/4/2009	---	PENDING
8.	INSURANCE AUTO AUCTIONS	74071215 6/20/1990	1839138 6/7/1994	REGISTERED RENEWED
9.	INSURANCE AUTO AUCTIONS, INC.	78330562 11/20/2003	3026577 12/13/2005	REGISTERED
10.	I-PAY	77441894 4/7/2008	3648506 6/30/2009	REGISTERED

Trademark/ Image if any		Application Number Application Date	Registration Number Registration Date	Status
11.	ONE CAR ONE DIFFERENCE 	85169939 11/5/2010	---	PENDING
12.	ONE CAR ONE DIFFERENCE	85168876 11/4/2010	---	PENDING
13.	RUN & DRIVE	75679685 4/9/1999	2387323 9/19/2000	REGISTERED RENEWED
14.	SUREPAY	74138658 2/12/1991	1794418 9/21/1993	REGISTERED RENEWED

U.S. PATENTS

Patent Title		Application Number Application Date	Registration Number Registration Date	Status
1.	METHOD AND APPARATUS FOR ESTIMATING VALUE OF A DAMAGED VEHICLE	61/356,273 6/18/2010	---	PENDING
2.	METHOD AND APPARATUS OF ESTIMATING VALUE OF A DAMAGED VEHICLE	61/357,718 6/23/2010	---	PENDING

U.S. COPYRIGHTS

Owner: ADESA, Inc.

	Title	Reg. No.	Reg. Date
1.	Pulse : global vehicle remarketing's latest economic indicators.	TX0005557245	3/11/2002
2.	Pulse : global vehicle remarketing's latest economic indicators.	TX0005549492	3/13/2002

Owner: Automotive Finance Corporation

	Title	Reg. No.	Reg. Date
1.	Micro 21 : version 4.2.14.0.	TX0005892962	3/4/2004