

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement - First Supplemental Filing		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adesa, Inc.		07/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor 7		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85411614	AUCTIONTRAC	
Serial Number:	85342014	AUTOVIN	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1216		
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		

CH \$65.00 85411614

Signature:	/s/ Angela M. Amaru
Date:	07/19/2012
Total Attachments: 11 source=KAR Supplemental IP Security Agrt cm- 045494-0073#page1.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page2.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page3.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page4.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page5.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page6.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page7.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page8.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page9.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page10.tif source=KAR Supplemental IP Security Agrt cm- 045494-0073#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of July 13, 2012 (as amended, supplemented or otherwise modified from time to time, the “First Supplemental Intellectual Property Security Agreement”), is made by the parties signatory hereto (the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement (defined below) or the Guarantee and Collateral Agreement (defined below), as applicable.

A. KAR Auction Services, Inc., a Delaware corporation (the “Borrower”), has entered into a Credit Agreement, dated as of May 19, 2011 (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 was 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 19, 2011 (as supplemented by Assumption Agreement (as defined below), and as further amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent for the benefit of the Secured Parties;

C. OPENLANE, Inc. (the “Additional Grantor”) entered into that certain Assumption Agreement, dated as of October [], 2011 (as amended, supplemented or otherwise modified from time to time, the “Assumption Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties, pursuant to which the Additional Grantor became party to the Guarantee and Collateral Agreement as a Grantor;

D. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, all Intellectual Property, including but not limited to After-Acquired Intellectual Property (defined below) of the Grantors, to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

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 (the “After-Acquired Intellectual Property”), 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:

(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 First Supplemental 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.

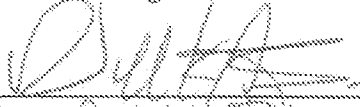
SECTION 4. Governing Law. This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Supplemental 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 First Supplemental 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.

(signature page follows)

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

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

SCHEDULE 1**Copyrights**

N/A

Patents

	Patent Title	Application Number Application Date	Registration Number Reg. Date	Status	Record owner/Assignee
1.	ADAPTIVE BIDDING INCREMENTS IN AN ONLINE AUCTION SYSTEM	---	7,617,145 11/10/2009	Registered	LiveBlock Auctions International, Inc.
2.	SYSTEMS AND METHODS FOR VEHICLE INFORMATION MANAGEMENT	---	8,095,422 1/10/2012	Registered	OPENLANE, Inc.
3.	SYSTEM AND METHOD FOR HOSTING COMBINED ONLINE AND LIVE AUCTIONS	12/156,089 5/28/2008	---	Pending	LiveBlock Auctions International, Inc.
4.	METHOD AND APPARATUS OF ESTIMATING VALUE OF A DAMAGED VEHICLE	13/162,844 6/17/2011	---	Pending	Insurance Auto Auctions, Inc.
5.	REAL TIME BIDDING SYSTEMS AND METHODS	11/457,068 7/12/2006	---	Pending	OPENLANE, Inc.
6.	REAL TIME BIDDING SYSTEMS AND METHODS WITH QUESTION INTERFACE	11/457,074 7/12/2006	---	Pending	OPENLANE, Inc.
7.	REAL TIME BIDDING INTERFACE SYSTEMS AND METHODS	11/457,077 7/12/2006	---	Pending	OPENLANE, Inc.
8.	TRANSPORT ORDERING SYSTEM AND METHODS	11681,727 3/2/2007	---	Pending	OPENLANE, Inc.

9.	VEHICLE CO-LISTING SYSTEMS AND METHODS	11/681,729 3/2/2007	---	Pending	OPENLANE, Inc.
10.	SYSTEMS AND METHODS FOR VEHICLE LIFECYCLE MANAGEMENT	11/685,210 3/12/2007	---	Pending	OPENLANE, Inc.
11.	WHOLESALE VIRTUAL INVENTORY AND RETAIL LEAD GENERATION	12/714,960 3/1/2010	---	Pending	OPENLANE, Inc.
12.	SYSTEMS AND METHODS FOR DYNAMIC PRICING AND AUCTION ADJUDICATION DURING ONLINE AUCTIONS	12/968,079 12/14/2010	---	Pending	OPENLANE, Inc.
13.	THIRD-PARTY INSPECTION OF VEHICLES IN AN ELECTRONIC MARKETPLACE SYSTEM	12/796,436 6/8/2010	---	Pending	OPENLANE, Inc.
14.	SYSTEMS AND METHODS FOR ELECTRONIC SUMMARY AND DETAIL PERFORMANCE DATA OF EQUIPMENT SELLERS	12/892,590 9/28/2010	---	Pending	OPENLANE, Inc.
15.	SYSTEMS AND METHODS FOR SYSTEM LOGIN AND SINGLE SIGN-ON	13/096,389 4/28/2011	---	Pending	OPENLANE, Inc.
16.	ELECTRONIC TRANSPORTATION MARKETPLACE SYSTEM	12/748,258 3/26/2010	---	Pending	OPENLANE, Inc.
17.	SYSTEMS AND METHODS FOR VEHICLE INFORMATION MANAGEMENT	13/345,222 1/6/2012	---	Pending	OPENLANE, Inc.

U.S. Trademarks

Owner: Adesa, Inc.

Trademark	Application Number Application Date	Registration Number Registration Date	Status
AUCTIONTRAC	85411614 8/31/2011	---	Pending
AUTOVIN	85342014 6/9/2011	---	Pending

Owner: OPENLANE, Inc.

Trademark	Application Number Application Date	Registration Number Registration Date	Status
RECOVERY DATABASE NETWORK	85604146 4/20/2012	---	Pending
RDN (AND DESIGN)	85604105 4/20/2012	---	Pending
RDN	85604120 4/20/2012	---	Pending