

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Share Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
See Progress, Inc.		09/02/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Claims Services Group, Inc.		
Street Address:	15030 Avenue of Science		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92128		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3608194	AUTOWATCH	
Registration Number:	3094644	WHEN YOU EXCEED EXPECTATIONS YOU'LL GET	
Registration Number:	3066399	EXCEED EXPECTATIONS	
Registration Number:	3449964	SELECT REPAIRS	
Registration Number:	3102809	NEW HOME WATCH	
Registration Number:	3259743	NEW HOME PHOTO WATCH	
Serial Number:	85225141	BODY SHOP BINGO	
CORRESPONDENCE DATA			
Fax Number:	6502130260		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Manatt, Phelps & Phillips LLP-Gail Abbas		
Address Line 1:	1841 Page Mill Road, Suite 200		
Address Line 4:	Palo Alto, CALIFORNIA 94304		

CH \$190.00 3608194

ATTORNEY DOCKET NUMBER:	28847-030(2360) SEE PROGR
NAME OF SUBMITTER:	Gail I. Nevius Abbas, Esq.
Signature:	/Gail I. Nevius Abbas/
Date:	04/24/2013

Total Attachments: 16

source=Share Purchase Agreement#page1.tif
source=Share Purchase Agreement#page2.tif
source=Share Purchase Agreement#page3.tif
source=Share Purchase Agreement#page4.tif
source=Share Purchase Agreement#page5.tif
source=Share Purchase Agreement#page6.tif
source=Share Purchase Agreement#page7.tif
source=Share Purchase Agreement#page8.tif
source=Share Purchase Agreement#page9.tif
source=Share Purchase Agreement#page10.tif
source=Share Purchase Agreement#page11.tif
source=Share Purchase Agreement#page12.tif
source=Share Purchase Agreement#page13.tif
source=Share Purchase Agreement#page14.tif
source=Share Purchase Agreement#page15.tif
source=Share Purchase Agreement#page16.tif

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of September 2, 2011 by and among Claims Services Group, Inc., a Delaware corporation ("**Buyer**"), See Progress, Inc., a Michigan corporation (the "**Company**"), solely with respect to Sections 5.4 and 5.7, Solera Holdings, Inc. ("**Solera**"), and the individuals and entities set forth on Exhibit A hereto, each sometimes referred to herein as a "**Seller**" and collectively as "**Sellers**."

RECITALS

A. Sellers collectively own all of the issued and outstanding capital stock of the Company.

B. Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, all of the issued and outstanding capital stock of the Company, all upon the terms and conditions set forth in this Agreement (the "**Purchase**").

C. Concurrently with the execution and delivery of this Agreement, and as a material inducement to Buyer's willingness to enter into this Agreement, each employee listed on Exhibit B-1 (the "**Continuing Employees**"), excluding David Henderson and Gordon Henderson, is executing and delivering to Audatex North America, Inc. ("**Audatex NA**") (i) an Employment Offer Letter substantially in the form attached hereto as Exhibit B-2 (the "**Employment Offer Letter**") and (ii) Audatex NA's standard form non-disclosure and proprietary information and inventions agreement substantially in the form attached hereto as Exhibit B-3 ("**Non-Disclosure Agreement**"), in each case to become effective upon the Closing (as defined below).

D. Concurrently with the execution and delivery of this Agreement, each of David Henderson and Gordon Henderson is executing and delivering to Audatex NA (i) an employment agreement substantially in the form attached hereto as Exhibit B-4 (the "**Employment Agreement**" and together with the Non-Disclosure Agreements and the Employment Offer Letters, the "**Employment Documents**"), and (ii) a Non-Disclosure Agreement, in each case to become effective upon the Closing.

E. Concurrently with the execution and delivery of this Agreement, and as a material inducement to Buyer's willingness to enter into this Agreement, each individual listed on Exhibit C-1 is executing and delivering to Buyer a Non-Competition Agreement substantially in the form attached hereto as Exhibit C-2 (the "**Non-Competition Agreement**").

F. Buyer, the Company and Sellers desire to make certain representations, warranties, covenants and agreements in connection with the Purchase and the other transactions contemplated by this Agreement (the "**Transaction**") and to prescribe various conditions to the Transaction.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

CLAIMS SERVICES GROUP, INC.

By: 

Name: Jason Brady

Title: Secretary

SOLERA HOLDINGS, INC., as to Sections 5.4 and 5.7 only

By: 

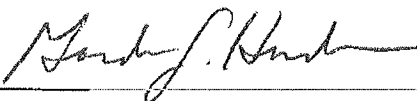
Name: Jason Brady

Title: Secretary

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SEE PROGRESS, INC.

By: 

Name: GORDON J. HENDERSON

Title: PRESIDENT

[Signature Page to Share Purchase Agreement]

TRADEMARK
REEL: 005013 FRAME: 0390

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:

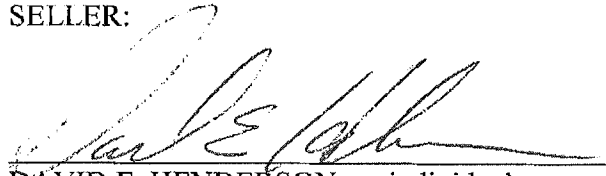
A handwritten signature in cursive script, appearing to read "Gordon J. Henderson", written in black ink.

GORDON J. HENDERSON, an individual

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:



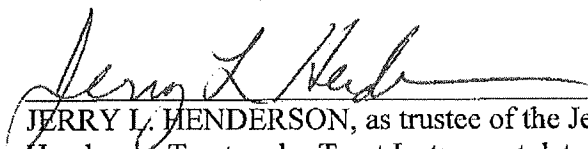
DAVID E. HENDERSON, an individual

[Signature Page to Share Purchase Agreement]

TRADEMARK
REEL: 005013 FRAME: 0392

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:


JERRY L. HENDERSON, as trustee of the Jerry L.
Henderson Trust under Trust Instrument dated
June 7, 1983, as amended

[Signature Page to Share Purchase Agreement]

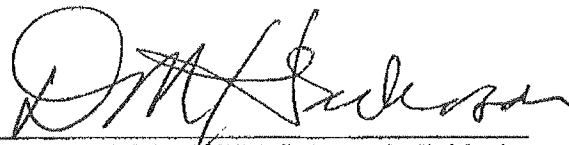
TRADEMARK
REEL: 005013 FRAME: 0393

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:



DENNIS L. HENDERSON, an individual



DIANNE M. HENDERSON, an individual

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:



JASON A. WATERMAN, an individual

[Signature Page to Share Purchase Agreement]

TRADEMARK
REEL: 005013 FRAME: 0395

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:



RICHARD S. NIEMYJSKI, an individual

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:


KATHLEEN NOVARA CORAM, an individual

[Signature Page to Share Purchase Agreement]

TRADEMARK
REEL: 005013 FRAME: 0397

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:

Edward B. Adams

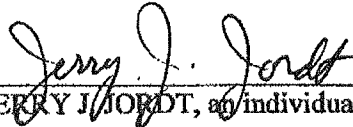
EDWARD B. ADAMS, as trustee of the Edward B. Adams Living Trust Dated April 19, 1978, as amended

[Signature Page to Share Purchase Agreement]

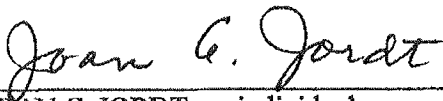
TRADEMARK
REEL: 005013 FRAME: 0398

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

SELLER:



JERRY J. JORDT, an individual



JOAN C. JORDT, an individual

[Signature Page to Share Purchase Agreement]

TRADEMARK
REEL: 005013 FRAME: 0399

EXHIBIT A

LIST OF SELLERS

David E. Henderson
Jerry L. Henderson Revocable Trust
Gordon J. Henderson
Dennis L. Henderson and Dianne M. Henderson
Jason A. Waterman
Richard S. Niemyjski
Kathleen Novara Coram
Edward B. Adams Living Trust Dated April 19, 1978
Jerry J. Jordt and Joan C. Jordt Joint Tenants

SCHEDULE 3.11(i)

Intellectual Property –

(1) List of All Worldwide Registrations for Patents, Copyrights, Mask Works, Trademarks, Service marks, Internet Domain Names and World Wide Web URLs

a) PATENTS

- i. Automatic watching system, US Patent No. 7,202,781
- ii. Automatic watching system, US Patent No. 7,151,448

b) COPYRIGHTS

None.

c) MASK WORKS

None.

d) TRADEMARKS/SERVICE MARKS

- i. AutoWatch, US Trademark Reg. No. 3608194
- ii. WHEN YOU EXCEED EXPECTATIONS YOU'LL GET A CUSTOMER FOR LIFE, US Trademark Reg. No. 3094644
- iii. EXCEED EXPECTATIONS, US Trademark Reg. No. 3066399
- iv. SELECT REPAIRS, US Trademark Reg. No. 3449964
- v. NEW HOME WATCH, US Trademark Reg. No. 3102809
- vi. NEW HOME PHOTO WATCH, US Trademark Reg. No. 3259743
- vii. VEHICLESTATUS, US Trademark Reg. No. 2934217

e) INTERNET DOMAIN NAMES/URLs

See Progress, Inc. is the registered owner of the domain names listed on Exhibit C.

(2) All Applications, Registrations, Filings, and Other Formal Actions Made or Taken to Secure, Perfect or Protect Interest in Company IP Rights

a) PATENT APPLICATIONS

None.

b) COPYRIGHT APPLICATIONS

None.

c) MASK WORK APPLICATIONS

None.

d) TRADEMARKS/SERVICE MARK APPLICATIONS

- i. Body Shop BINGO, US Trademark Ser. No. 85225141, filed January 25, 2011
- ii. eEstimate, US Trademark Ser. No. 77953871, abandoned December 14, 2010.
- iii. AUTOWATCH EXCEED EXPECTATIONS, US Trademark Ser. No. 76570042, abandoned January 27, 2005.
- iv. AUTOWATCH, US Trademark Ser. No. 76570040, abandoned January 27, 2005.
- v. EXCEEDING EXPECTATIONS, US Trademark Ser. No. 76569304, abandoned June 29, 2005.
- vi. AUTOWATCH, US Trademark Reg. No. 2426606, cancelled November 10, 2007.
- vii. SEEPROGRESS.COM, US Trademark Reg. No. 2685775, cancelled September 19, 2009.

e) INTERNET DOMAIN NAMES/URLs APPLICATIONS

None.

(3) All Inter Parties and Ex Parte Proceedings or Actions Related to Company IP Rights

a) PENDING PROCEEDINGS/ACTIONS

None.

b) PRIOR PROCEEDINGS/ACTIONS

On May 9, 2007, the Company entered into a License Agreement with New Era Software, LC, a Utah limited liability company, to settle a lawsuit filed by New Era Software, LC concerning the validity of U.S. Patent No. 7,151,448. A copy of the License Agreement is attached to this Schedule 3.11(i).