

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Automotive Technicians' Network, Inc.		07/25/2013	CORPORATION: CALIFORNIA
Identifix, Inc.		07/25/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	11175 Cicero Drive
Internal Address:	Suite 600
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4224661	DIRECT-HIT
Registration Number:	3758602	FIND FIXES FASTER
Registration Number:	3757388	CODE-ASSIST
Registration Number:	2311556	REPAIR-TRAC
Registration Number:	2189598	IDENTIFIX
Registration Number:	2616741	IATN
Registration Number:	2645176	IATN
Serial Number:	85417173	SYMPTOM-ASSIST
Registration Number:	4224660	SUPERCHARGED SEARCH
Registration Number:	4343373	OEM DIRECT
Registration Number:	4190525	FIND AND FIX FASTER
Serial Number:	85712726	REPAIR FORECASTER

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Serial Number:	85712735	REPAIR ORDER ANALYTICS
Serial Number:	85829335	REPAIR ORDER INSIGHT
Serial Number:	85829399	IDENTIFIX INSIGHT
Serial Number:	85858007	WRITE-FIX

CORRESPONDENCE DATA

Fax Number: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70097-007
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	07/25/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2013 (this "Agreement"), is made by International Automotive Technicians' Network, Inc., a California corporation with a place of business located 640 W. Lambert Road, Orange, CA and Identifix, Inc., a Minnesota corporation with a place of business located at 2714 Patton Road, Ramsey, MN (individually, a "Grantor", and, collectively, the "Grantors"), in favor of General Electric Capital Corporation, a Delaware corporation with a place of business located at 11175 Cicero Drive, Suite 600, Alpharetta, GA as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement dated as of July 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

Recordation. The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

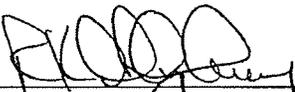
Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered as of the date first set forth above.

**INTERNATIONAL AUTOMOTIVE
TECHNICIANS' NETWORK, INC.,**
a California corporation

By: 
Name: Kevin O'Shaughnessy
Title: Chief Financial Officer and Secretary

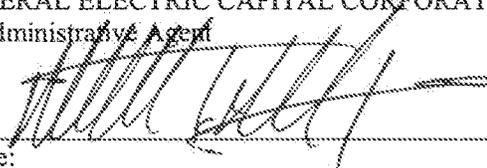
IDENTIFIX, INC.,
a Minnesota corporation

By: 
Name: Kevin O'Shaughnessy
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 

Name:

Title:

Marshall T. Mangum, III

Duly Authorized

Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005078 FRAME: 0509

SCHEDULE A
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Status	Serial Number #	Registration #	Owner	Filing Date
DIRECT-HIT	Registered	85/506603	4224661	Identifix, Inc.	December 30, 2011
FIND FIXES FASTER	Registered	77/563766	3758602	Identifix, Inc.	September 5, 2008
CODE-ASSIST	Registered	77/790597	3757388	Identifix, Inc.	July 27, 2009
REPAIR-TRAC	Renewed	75/603934	2311556	Identifix, Inc.	December 11, 1998
IDENTIFIX	Renewed	74/735295	2189598	Identifix, Inc.	September 14, 1995
IATN	Renewed	76/127811	2616741	INTERNATIONAL AUTOMOTIVE TECHNICIANS' NETWORK, INC.	September 13, 2000
IATN (STYLIZED)	Renewed	76/127809	2645176	INTERNATIONAL AUTOMOTIVE TECHNICIANS' NETWORK, INC.	September 13, 2000
SYMPTOM-ASSIST	Allowed	85/417173		Identifix, Inc.	September 7, 2011
SUPERCHARGED SEARCH	Registered	85/506599	4224660	Identifix, Inc.	December 30, 2011
OEM DIRECT	Allowed	85/506606	4343373	Identifix, Inc.	December 30, 2011
FIND AND FIX FASTER	Registered	85/506673	4190525	Identifix, Inc.	December 30, 2011
REPAIR FORECASTER	Pending ITU	85/712726		Identifix, Inc.	August 24, 2012
REPAIR ORDER ANALYTICS	Pending ITU	85/712735		Identifix, Inc.	August 24, 2012
REPAIR ORDER INSIGHT	Pending ITU	85/829335		Identifix, Inc.	January 22, 2013
IDENTIFIX INSIGHT	Pending ITU	85/829399		Identifix, Inc.	January 22, 2013

Trademark	Status	Serial Number #	Registration #	Owner	Filing Date
WRITE-FIX	Pending ITU	85/858007		Identifix, Inc.	February 22, 2013