

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300587

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|---------------------------------------|
| AUTOMOTIVE FINANCE CONSUMER DIVISION, LLC | | 03/11/2014 | LIMITED LIABILITY COMPANY: INDIANA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT |
| Street Address: | 10 SOUTH DEARBORN, FLOOR 9 |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | NATIONAL ASSOCIATION: UNITED STATES |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 3549220 | A NEW HORIZON AFCD AUTOMOTIVE FINANCE CO |
| Registration Number: | 3549221 | AFCD |

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 045494-0109 |
| NAME OF SUBMITTER: | KRISTIN J AZCONA |
| SIGNATURE: | /KJA/ |
| DATE SIGNED: | 04/07/2014 |

Total Attachments: 28

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED & RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, amended and restated as of March 11, 2014 (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated 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 Amended and Restated Credit Agreement referred to below).

A. KAR Auction Services, Inc., a Delaware corporation (the "Borrower"), has entered into the Amended and Restated Credit Agreement, dated as of even date herewith (as amended, supplemented, or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), with the several banks, financial institutions and other 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, Barclays Bank PLC, Fifth Third Bank, Goldman Sachs Lending Partners LLC, Deutsche Bank Securities Inc. and Credit Suisse Securities (USA) LLC as joint bookrunners, 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 Amended and Restated Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated 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 "Amended and Restated Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Amended and Restated Credit Agreement or the Amended and Restated Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Amended and Restated Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Collateral, 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 Amended and Restated Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities, which shall amend and restate in its entirety the Intellectual Property Security Agreement, dated as of May 19, 2011 in favor of the Administrative Agent (as amended, supplemented or otherwise modified prior to the date hereof, including by the Intellectual Property Security Agreement (First Supplemental Filing) dated July 13, 2012, the "Existing Intellectual Property Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree to amend and restate the Existing Intellectual Property Security Agreement 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 Amended and Restated 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 Amended and Restated Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Amended and Restated Intellectual Property Security Agreement may be executed by one or more of the parties to this Amended and Restated Intellectual Property Security 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 Amended and Restated 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 Amended and Restated Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Amended and Restated Guarantee and Collateral Agreement and the Amended and Restated 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 Amended and Restated Guarantee and Collateral Agreement and the Amended and Restated Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Amended and Restated Intellectual Property Security Agreement are in conflict with the Amended and Restated Guarantee and Collateral Agreement or the Amended and Restated Credit Agreement, the provisions of the Amended and Restated Guarantee and Collateral Agreement or the Amended and Restated Credit Agreement shall govern.

SECTION 6. Amendment and Restatement. This Amended and Restated Intellectual Property Security Agreement constitutes an amendment and restatement of the Existing Intellectual Property Security Agreement effective from and after the date hereof. The execution and delivery of this Amended and Restated Intellectual Property Security Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute (a) a novation or an accord and satisfaction of any obligations under the Existing Intellectual Property Security Agreement to the extent that such obligations are outstanding on the Restatement Effective Date or (b) a termination or release of any prior pledge or security interests granted to the Administrative Agent under the Existing Intellectual Property Security Agreement, but are intended to constitute a restatement and reconfirmation of the prior security interests granted under the Existing Intellectual Property Security Agreement in favor of the Administrative Agent (for the benefit of the Lenders) in and to the Intellectual Property constituting Collateral. From and after the date hereof, whenever referred to in any Loan Document, the "Intellectual Property Security Agreement" shall mean this Amended and Restated Intellectual Property Security Agreement.

(Signature page follows)

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.

AUTOMOTIVE FINANCE CORPORATION

By: 
Name: Eric M. Loughmiller
Title: Executive Vice President

STATE OF INDIANA)
 : ss:
COUNTY OF HAMILTON)

On this 10 day of March, 2014, 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:

Cheryl A. Shrader, Notary Public
Resident of Tipton County, Indiana
My Commission Expires: 9/24/2016

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)
) ss.:
COUNTY OF HAMILTON)

On this 10 day of March, 2014, 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:

Cheryl A. Shrader, Notary Public
Resident of Tipton County, Indiana
My Commission Expires: 9/24/2016

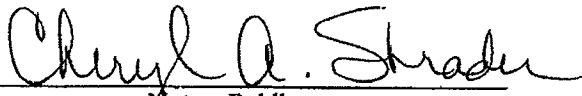
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

OPENLANE, INC.

By: 
Name: Eric M. Loughmiller
Title: Executive Vice President and
Chief Financial Officer

STATE OF INDIANA)
) : ss.:
COUNTY OF HAMILTON)

On this 10 day of March, 2014, 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:

Cheryl A. Shrader, Notary Public
Resident of Tipton County, Indiana
My Commission Expires: 9/24/2016

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

AUTOMOTIVE FINANCE CONSUMER DIVISION,
LLC

By: Rebecca Polak
Name: Rebecca C. Polak
Title: Executive Vice President

STATE OF INDIANA)
 : ss.:
COUNTY OF HAMILTON)

On this 10 day of March, 2014, before me personally appeared REBECCA POLAK, 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.

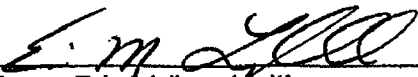
Cheryl A. Shrader
Notary Public

My commission expires:

Cheryl A. Shrader, Notary Public
Resident of Tipton County, Indiana
My Commission Expires: 9/24/2016


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.

HIGH TECH NATIONAL, LLC

By: 
Name: Eric M. Loughmiller
Title: Executive Vice President and
Chief Financial Officer

STATE OF INDIANA)
COUNTY OF HAMILTON) ss.:

On this 10 day of March, 2014, 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:

Cheryl A. Shrader, Notary Public
Resident of Tipton County, Indiana
My Commission Expires: 9/24/2016

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 005253 FRAME: 0467

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.

PREFERRED WARRANTIES, INC.

By:



Name: Eric M. Loughmiller

Title: Executive Vice President

STATE OF INDIANA)

COUNTY OF HAMILTON)

ss.:

On this 10 day of March, 2014, 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:

Cheryl A. Shrader, Notary Public
Resident of Tipton County, Indiana
My Commission Expires: 9/24/2016

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 005253 FRAME: 0468

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 CORP.

By: Eric M. Loughmiller
Name: Eric M. Loughmiller
Title: Authorized Signatory Officer

STATE OF INDIANA)
) ss.:
COUNTY OF HAMILTON)

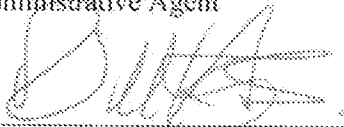
On this 10 day of March, 2014, before me personally appeared ERIC M. LOUGHMILLER proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Cheryl A. Shrader
Notary Public

My commission expires:

Cheryl A. Shrader, Notary Public
Resident of Tipton County, Indiana
My Commission Expires: 9/24/2016

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

By: 
Name: *Paul D. Stepan*
Title: *Senior Vice President*

SCHEDULE 1

U.S. COPYRIGHTS

| | Title | Registration Number | Registration Date | Owner |
|----|--|----------------------------|--------------------------|--------------|
| 1. | Pulse : global vehicle remarketing's latest economic indicators. | TX0005557245 | 3/11/2002 | Adesa, Inc. |
| 2. | Pulse : global vehicle remarketing's latest economic indicators. | TX0005549492 | 3/13/2002 | Adesa, Inc. |

U.S. PATENTS

| | Patent Title | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|-----|---|--|--|---------------|--|
| 1. | METHOD AND APPARATUS OF ESTIMATING VALUE OF A DAMAGED VEHICLE | 13/162,844 6/17/2011 | --- | Pending | Insurance Auto Auctions, Inc. |
| 2. | TITLE TRANSFER APPLICATION AND METHOD | 13/901,246 05/23/2013 | --- | Pending | Insurance Auto Auctions, Inc. |
| 3. | ADAPTIVE BIDDING INCREMENTS IN AN ONLINE AUCTION SYSTEM | 09/695,551 10/24/2000 | 7,617,145 11/10/2009 | Registered | LiveBlock Auctions International, Inc. |
| 4. | SYSTEM AND METHOD FOR HOSTING COMBINED ONLINE AND LIVE AUCTIONS | 12/156,089 5/28/2008 | --- | Pending | LiveBlock Auctions International, Inc. |
| 5. | ELECTRONIC TRANSPORTATION MARKETPLACE SYSTEM | 12/748,258 3/26/2010 | --- | Pending | OPENLANE, Inc. |
| 6. | REAL TIME BIDDING SYSTEMS AND METHODS | 11/457,068 7/12/2006 | --- | Pending | OPENLANE, Inc. |
| 7. | SYSTEMS AND METHODS FOR DYNAMIC PRICING AND AUCTION ADJUDICATION DURING ONLINE AUCTIONS | 12/968,079 12/14/2010 | --- | Pending | OPENLANE, Inc. |
| 8. | SYSTEMS AND METHODS FOR ELECTRONIC SUMMARY AND DETAIL PERFORMANCE DATA OF EQUIPMENT SELLERS | 12/892,590 9/28/2010 | --- | Pending | OPENLANE, Inc. |
| 9. | SYSTEMS AND METHODS FOR SYSTEM LOGIN AND SINGLE SIGN-ON | 13/096,389 4/28/2011 | --- | Pending | OPENLANE, Inc. |
| 10. | SYSTEMS AND METHODS FOR VEHICLE INFORMATION MANAGEMENT | 11/685,121 3/12/2007 | 8,095,422 1/10/2012 | Registered | OPENLANE, Inc. |

| | Patent Title | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|-----|--|--|--|---------------|-------------------------------|
| 11. | THIRD-PARTY INSPECTION OF VEHICLES IN AN ELECTRONIC MARKETPLACE SYSTEM | 12/796,436 6/8/2010 | --- | Pending | OPENLANE, Inc. |
| 12. | TRANSPORT ORDERING SYSTEM AND METHODS | 11/681,727 3/2/2007 | --- | Pending | OPENLANE, Inc. |
| 13. | VEHICLE CO-LISTING SYSTEMS AND METHODS | 11/681,729 3/2/2007 | 8,315,921 11/20/2012 | Registered | OPENLANE, Inc. |
| 14. | WHOLESALE VIRTUAL INVENTORY AND RETAIL LEAD GENERATION | 12/714,960 3/1/2010 | --- | Pending | OPENLANE, Inc. |
| 15. | VEHICLE TITLE TRACKER METHOD AND APPARATUS | 14/030,324 9/18/2013 | --- | Pending | Insurance Auto Auctions, Inc. |
| 16. | TITLE DOCUMENT RULES ENGINE METHOD AND APPARATUS | 14/028,944 9/17/2013 | --- | Pending | Insurance Auto Auctions, Inc. |
| 17. | AVERAGE SALVAGE VALUE METHOD AND APPARATUS | 14/030,680 9/18/2013 | --- | Pending | Insurance Auto Auctions, Inc. |
| 18. | VOICE ENTRY VIN | 14/090,866 12/26/2013 | --- | Pending | Insurance Auto Auctions, Inc. |
| 19. | PARTS EXCHANGE METHOD AND APPARATUS | 61/839,349 10/21/2012 | --- | Pending | Insurance Auto Auctions, Inc. |
| 20. | PHOTO INSPECTION GUIDE FOR VEHICLE AUCTION | 13/948,752 7/25/2013 | --- | Pending | Insurance Auto Auctions, Inc. |

LICENSE TO U.S. PATENTS

- License, dated August 15, 2008, from Auction Management Solutions, Inc. to ADESA, Inc., LiveBlock Auctions International, Inc. and Insurance Auto Auctions, Inc. to use U.S. Provisional Application No. 60/207,030; U.S. Patent Application No. 09/866,191; U.S. Patent No 6,813,612; any patents or applications claiming priority to U.S. Provisional Application No. 60/207,030 and/or U.S. Patent Application No. 09/866,191; and any U.S., foreign, and international extensions, renewals, continuations, continuations-in-part, reissues, reexaminations, divisionals, and counterpart applications thereto, existing in the past, now or in the future, including but not limited to U.S. Patent Applications Nos. 10/913,161; 10/913,886; 11/164,796; 12/053,047; and 12/060,293.

LICENSE TO THIRD PARTIES

- Auction Services Agreement, dated February 27, 2008, between OPENLANE, Inc. f/k/a ATC Online Inc. and Lewis Transportation Group LLC.
- Auction Services Agreement, dated April 10, 2007, between OPENLANE, Inc. f/k/a ATC Online Inc. and Avis Budget Car Rental.

3. Auction Services Agreement, dated June 11, 2007, between OPENLANE, Inc. f/k/a ATC Online Inc. and Honda Canada Finance Inc.
4. Auction Services Agreement, dated August 2, 2004, between OPENLANE, Inc. f/k/a AutoTradeCenter Inc. and Ford Motor Credit Co.
5. Master Services Agreement, dated May 6, 2013, between CarsArrive Network, Inc. and AutoNation, Inc.
6. Vehicle Transportation Services and System Agreement, dated June 10, 2013, between CarsArrive Network, Inc. and AutoNation, Inc.
7. Shipper/Broker Agreement, dated December 26, 2013, between CarsArrive Network, Inc. and Auto & Boat Relocations Services LLC.
8. Master Agreement, dated June 19, 2007, between Dallas B&H Inc. d/b/a/ Recovery Database Network and JPMorgan Chase Bank National Assoc.
9. Software Integration Agreement, dated August 1, 2008, between Dallas B&H Inc. d/b/a/ Recovery Database Network and Michigan Auto Title Service.
10. License and Services Agreement, dated June 11, 2007, between Dallas B&H Inc. d/b/a/ Recovery Database Network and Regional Acceptance Corporation.
11. First Amendment to Private Label Software Licensing Agreement, dated April 15, 2007, between Dallas B&H Inc. d/b/a/ Recovery Database Network and American Recovery Association Inc.
12. Private Label Software Licensing Agreement, dated April 19, 2007, between Dallas B&H Inc. d/b/a/ Recovery Database Network and National Finance Adjusters.
13. Private Label Software Licensing Agreement, dated December 8, 2006, between Dallas B&H Inc. d/b/a/ Recovery Database Network and Time Adjusters Conference Inc.
14. Network Services Agreement, dated June 28, 2010, between Dallas B&H Inc. d/b/a/ Recovery Database Network and Credit Acceptance Corporation.
15. License and Services Agreement, dated April 12, 2010, between Dallas B&H Inc. d/b/a/ Recovery Database Network and Americredit Corp.
16. Network Services Agreement, dated February 10, 2009, between Dallas B&H Inc. d/b/a/ Recovery Database Network and Navy Federal Credit Union.
17. Network Services Agreement, dated December 9, 2009, between Dallas B&H Inc. d/b/a/ Recovery Database Network and Capital One Services Inc.
18. License and Services Agreement, dated July 1, 2009, between Dallas B&H Inc. d/b/a/ Recovery Database Network and Fifth Third Bank.
19. Amendment No. 2 to Auction Service Agreement, dated August 27, 2013, between KAR Auction Services, Inc., ADESA, Inc. and OPENLANE, Inc., and Santander Consumer USA Inc.



20. Open Auction Services Agreement, dated July 13, 2011, between OPENLANE, Inc. and Enterprise Fleet Management Inc.
21. Open Auction Services Agreement, dated July 8, 2011, between OPENLANE, Inc. and Enterprise Holdings LLC.
22. Auction Services Agreement, dated June 24, 2009, between OPENLANE, Inc. and American Honda Finance Corporation.
23. Dealer Portal Services Agreement, dated September 21, 2010, between OPENLANE, Inc. and Jaguar Land Rover North America.
24. Auction Services Agreement, dated February 2008, between OPENLANE, Inc. and Jaguar Cars and Land Rover North America.
25. Custom Trading Network Services Agreement, dated September 19, 2011, between OPENLANE, Inc. and Washington Area New Automobile Dealers Assoc.
26. Dealer Portal Services Agreement, dated November 30, 2010, between OPENLANE, Inc. and Mazda Motor of America Inc.
27. Open Auction Services Agreement, dated January 24, 2011, between OPENLANE, Inc. and Mazda Motor of America Inc. d/b/a Mazda North American Operations.
28. Physical Auction Listing Program Agreement, dated March 1, 2013, between OPENLANE, Inc. and North East Pennsylvania Auto Auction Inc.
29. Open Auction Services Agreement, dated August 25, 2009, between OPENLANE, Inc. and U.S. Bank National Association.
30. Auction Services Agreement, dated March 20, 2013, between OPENLANE, Inc. and Volvo Cars North America Inc.
31. Auction Services Agreement, dated July 29, 2011, between OPENLANE, Inc. and VW Credit Inc.
32. Amended and Restated Auction Services Agreement, dated November 18, 2011, between OPENLANE, Inc. and World Omni Financial Corp.
33. Auction Services Agreement, dated April 15, 2012, between OPENLANE, Inc. and Americredit Financial Services Inc.
34. Physical Auction Listing Program Agreement, dated May 1, 2013, between OPENLANE, Inc. and Dealers Auto Auction of Seattle.
35. Physical Auction Listing Program Agreement, dated July 29, 2013, between OPENLANE, Inc. and ABC Baton Rouge LLC.
36. Open Auction Services Agreement, dated April 1, 2010, between OPENLANE, Inc. and Automotive Retails Inc.
37. Auction Services Agreement, dated October 27, 2008, between OPENLANE, Inc. and PHH Vehicle Management Services LLC.

38. Auction Services Agreement, dated December 31, 2008, between OPENLANE, Inc. and Volkswagen Credit Canada Inc.
39. Joint Marketing and Incentive Agreement, dated May 6, 2011, between OPENLANE, Inc. and American Recovery Association.
40. Physical Auction Listing Program Agreement, dated March 2013, between OPENLANE, Inc. and Akron Auto Auction, Inc.
41. Physical Auction Listing Program Agreement, dated February 21, 2010, between OPENLANE, Inc. and Americas Auto Auction.
42. Amendment No. 1 to Auction Services Agreement, dated July 9, 2010, between OPENLANE, Inc. and Chrysler Financial Services Americas LLC and DCFS Trust.
43. Open Auction Services Agreement, dated August 25, 2011, between OPENLANE, Inc. and Mercedes-Benz Financial Services USA LLC.
44. Auction Services Agreement, dated June 1, 2009, between OPENLANE, Inc. and Porsche Cars North America Inc.
45. Dealer Portal Services Agreement, dated September 27, 2010, between OPENLANE, Inc. and Porsche Cars North America Inc.
46. Physical Auction Listing Program Agreement, dated April 30, 2013, between OPENLANE, Inc. and GRAA Limited Partnership.
47. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG Sunshine LLC d/b/a Your Auction of Tampa Bay.
48. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG California LLC d/b/a/ Auctions in Motion.
49. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG-Lone Star LLC d/b/a Texas Lone Star Auto Auction.
50. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG Mississippi LLC d/b/a/ Midsouth Auto Auction.
51. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG South Carolina LLC d/b/a/ Charleston Auto Auction.
52. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG Sunshine LLC d/b/a/ Your Auction of Pasco.
53. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG Sunshine LLC d/b/a/ Your Mobile Auction.
54. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG Wisconsin LLC d/b/a/ Badger State Auto Auction.

55. Certified Auction Program Agreement, dated September 30, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and AAAG-Lone Star LLC d/b/a/ Texas Mobile Auctions.
56. Certified Auction Program Agreement, dated October 23, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and Alliance Auto Auction LLC.
57. Certified Auction Program Agreement, dated October 23, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and Waco Auction Inc. d/b/a Alliance Auto Auction of Waco.
58. Certified Auction Program Agreement, dated October 23, 2013, between OPENLANE, Inc. d/b/a ADESA, Inc. and West Texas Auction d/b/a Alliance Auto Auction of Abilene.
59. Certified Auction Program Agreement, dated January 8, 2014, between OPENLANE, Inc. d/b/a ADESA, Inc. and Dealers Auto Auction of OKC.
60. Certified Auction Program Agreement, dated January 8, 2014, between OPENLANE, Inc. d/b/a ADESA, Inc. and Greater Erie Auto Auction.
61. Certified Auction Program Agreement, dated January 15, 2014, between OPENLANE, Inc. d/b/a ADESA, Inc. and Speedway Auto Auction of Charlotte.
62. Certified Auction Program Agreement, dated January 31, 2014, between OPENLANE, Inc. d/b/a ADESA, Inc. and Farmington Auto Auction.
63. Certified Auction Program Agreement, dated February 12, 2014, between OPENLANE, Inc. d/b/a ADESA, Inc. and Greater Milwaukee Auto Auction.
64. Certified Auction Program Agreement, dated February 13, 2014, between OPENLANE, Inc. d/b/a ADESA, Inc. and EPI Auctions LLC.
65. Certified Auction Program Agreement, dated February 25, 2014, between OPENLANE, Inc. d/b/a ADESA, Inc. and Indianapolis Car Exchange.
66. Network Services Agreement, dated September 28, 2011, between Recovery Database Network, Inc. and Harley Davidson Corp.
67. Lender Network Services Agreement, dated December 14, 2011, between Recovery Database Network, Inc. and Tower Federal Credit Union.
68. Lender Network Services Agreement, dated December 20, 2011, between Recovery Database Network, Inc. and Dothan Acceptance Corporation.
69. Lender Network Services Agreement, dated December 20, 2011, between Recovery Database Network, Inc. and Portal Financial Services Company Inc.
70. Lender Network Services Agreement, dated October 27, 2011, between Recovery Database Network, Inc. and KJC Auto Title Loan Corp.
71. Lender Network Services Agreement, dated December 20, 2011, between Recovery Database Network, Inc. and Etacol Financial LLC.



72. Lender Network Services Agreement, dated February 13, 2012, between Recovery Database Network, Inc. and United Auto Credit Corporation.
73. Lender Network Services Agreement, dated January 23, 2012, between Recovery Database Network, Inc. and MTG Financial LLC.
74. Lender Network Services Agreement, dated March 19, 2012, between Recovery Database Network, Inc. and Air Academy Federal Credit Union.
75. Lender Network Services Agreement, dated May 15, 2012, between Recovery Database Network, Inc. and Innovate Loan Servicing Corporation.
76. Lender Network Services Agreement, dated June 13, 2012, between Recovery Database Network, Inc. and Consumer Portfolio Services, Inc.
77. Lender Network Services Agreement, dated August 8, 2012, between Recovery Database Network, Inc. and Centrus Auto Finance.
78. Lender Network Services Agreement, dated January 13, 2014, between Recovery Database Network, Inc. and Premier Auto Credit.
79. Lender Network Services Agreement, dated August 28, 2012, between Recovery Database Network, Inc. and National Finance.
80. Upstream Sales Services Agreement, as amended, dated May 3, 2003, between ADESA, Inc. and Toyota Motor Credit Corporation.
81. Web Hosting and Remarketing Services Agreement, as amended, dated June 1, 2008, between ADESA, Inc. and OPENLANE, Inc., and Hyundai Motor Finance Company.

U.S. TRADEMARKS

| | Trademark | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|----|--|--|--|---------------|--------------|
| 1. | ADESA  | 76191933 1/8/2001 | 2504409 11/6/2001 | REGISTERED | ADESA, INC. |
| 2. | ADESA | 74238020 1/6/1992 | 1783137 7/20/1993 | REGISTERED | ADESA, INC. |
| 3. | ADESA CUSTOMER CONNECTION  | 85171232 11/8/2010 | 4011474 8/16/2011 | REGISTERED | ADESA, INC. |



| | Trademark | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|-----|---|--|--|--|-------------|
| 4. | ADESA DEALER CONNECT | 85864594 01-MAR-2013 | 4452614 17-DEC-2013 | REGISTERED | ADESA, INC. |
| 5. | ADESA INC.  | 7859041 3/18/2005 | 3144560 9/19/2006 | REGISTERED | ADESA, INC. |
| 6. | ADESA INC.  | 78590375 3/18/2005 | 3138256 9/5/2006 | REGISTERED | ADESA, INC. |
| 7. | ADESA MARKET GUIDE | 76499175 3/11/2003 | 2804621 1/13/2004 | REGISTERED | ADESA, INC. |
| 8. | ADESA RUN LIST | 76543772 9/9/2003 | 2930226 3/8/2005 | REGISTERED | ADESA, INC. |
| 9. | ARBITRATIONWATCH ARBITRATIONWATCH | 77519692 7/10/2008 | 3825709 7/27/2010 | REGISTERED | ADESA, INC. |
| 10. | AUCTIONTRAC | 85411614 8/31/2011 | 4163724 6/26/2012 | REGISTERED | ADESA, INC. |
| 11. | AUTOVIN | 85342014 6/9/2011 | 4145510 5/22/2012 | REGISTERED | ADESA, INC. |
| 12. | AUTOVIN AUTOVIN | 77126546 3/9/2007 | 3343249 11/27/2007 | REGISTERED | ADESA, INC. |
| 13. | CAR BUY CO. | 85879757 19-MAR-2013 | 4472758 21-JAN-2014 | REGISTERED SUPPLEMENTAL REGISTER | ADESA, INC. |
| 14. | CAR BUY CO. THE CAR BUYING COMPANY | 85879766 19-MAR-2013 | 4472759 21-JAN-2014 | REGISTERED SUPPLEMENTAL REGISTER | ADESA, INC. |
| 15. | DEALERBLOCK DEALERBLOCK | 77348549 12/10/2007 | 3457907 7/1/2008 | REGISTERED | ADESA, INC. |

| | Trademark | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|-----|--|--|--|------------|-------------|
| 16. | DESIGN ONLY  | 85013133 4/13/2010 | 3882908 11/30/2010 | REGISTERED | ADESA, INC. |
| 17. | DESIGN ONLY  | 77732517 5/8/2009 | 3782617 4/27/2010 | REGISTERED | ADESA, INC. |
| 18. | DESIGN ONLY  | 76191940 1/8/2001 | 2504410 11/6/2001 | REGISTERED | ADESA, INC. |
| 19. | IFWATCH IFWATCH | 77520973 7/13/2008 | 3825711 7/27/2010 | REGISTERED | ADESA, INC. |
| 20. | KEYDEMON AUTOMOTIVE LOCKSMITH SPECIALISTS | 85487843 06-DEC- 2011 | 4325310 23-APR-2013 | REGISTERED | ADESA, INC. |
| 21. | LAI LAI | 77679104 2/26/2009 | 3874188 11/9/2010 | REGISTERED | ADESA, INC. |
| 22. | LAI LIVEBLOCK AUCTIONS INTERNATIONAL  | 77679245 2/26/2009 | 3874190 11/9/2010 | REGISTERED | ADESA, INC. |
| 23. | LANEWATCH LANEWATCH | 77519686 7/10/2008 | 3930379 3/15/2011 | REGISTERED | ADESA, INC. |

| | Trademark | Application Number Application Date | Registration Number Registration Date | Status | Owner |
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| 24. | LEASECHECK LEASECHECK | 77126624 3/9/2007 | 3404417 4/1/2008 | REGISTERED | ADESA, INC. |
| 25. | LIVEBLOCK LIVEBLOCK | 77679248 2/26/2009 | 3760098 3/16/2010 | REGISTERED | ADESA, INC. |
| 26. | LIVEBLOCK AUCTIONS INTERNATIONAL LIVEBLOCK AUCTIONS INTERNATIONAL | 77679240 9/26/2009 | 3874189 11/9/2010 | REGISTERED | ADESA, INC. |
| 27. | LOTCHECK LOTCHECK | 77126696 3/9/2007 | 3343254 11/27/2007 | REGISTERED | ADESA, INC. |
| 28. | LVX  | 85203019 12/21/2010 | 3978301 6/14/2011 | REGISTERED | ADESA, INC. |
| 29. | LVX | 85203015 12/21/2010 | 3978300 6/14/2011 | REGISTERED | ADESA, INC. |
| 30. | NOW COOL INJECTED | 85840207 04-FEB-2013 | 4482458 11-FEB-2014 | REGISTERED | ADESA, INC. |
| 31. | PAR | 75088906 4/16/1996 | 2151277 4/14/1998 | REGISTERED | ADESA, INC. |
| 32. | PAR NORTH AMERICA VEHICLE TRANSITION SERVICES  | 76190675 1/8/2001 | 2630448 10/8/2002 | REGISTERED | ADESA, INC. |

| | Trademark | Application Number Application Date | Registration Number Registration Date | Status | Owner |
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| 33. | PAR NORTH AMERICA VEHICLE TRANSITION SERVICES AN ADESA INC. COMPANY PLATINUM PLUS CERTIFIED  | 77616295 11/18/2009 | 3775755 4/13/2010 | REGISTERED | ADESA, INC. |
| 34. | PARTNERS IN SUCCESS PARTNERS IN SUCCESS | 77026738 10/23/2006 | 3333414 11/13/2007 | REGISTERED | ADESA, INC. |
| 35. | PLUS PLUS | 85013137 4/13/2010 | 3882909 11/30/2010 | REGISTERED | ADESA, INC. |
| 36. | PSIWATCH PSIWATCH | 77520975 7/13/2008 | 3825712 7/27/2010 | REGISTERED | ADESA, INC. |
| 37. | PULSE | 76376577 2/28/2002 | 2663020 12/17/2002 | REGISTERED | ADESA, INC. |
| 38. | SITECHECK SITECHECK | 77127917 3/11/2007 | 3429575 5/20/2008 | REGISTERED | ADESA, INC. |
| 39. | WORKING WONDERS WORKING WONDERS | 77369102 1/10/2008 | 3517997 10/14/2008 | REGISTERED | ADESA, INC. |

| | Trademark | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|-----|--|--|--|------------|--|
| 40. | A NEW HORIZON AFCD AUTOMOTIVE FINANCE CONSUMER DIVISION  | 77355950 12/19/2007 | 3549220 12/23/2008 | REGISTERED | AUTOMOTIVE FINANCE CONSUMER DIVISION, LLC |
| 41. | AFCD | 77355964 12/19/2007 | 3549221 12/23/2008 | REGISTERED | AUTOMOTIVE FINANCE CONSUMER DIVISION, LLC |
| 42. | 7-14-21 7-14-21 | 85082830 7/12/2010 | 3942428 4/5/2011 | REGISTERED | AUTOMOTIVE FINANCE CORPORATION |
| 43. | AFC | 78250161 5/15/2003 | 2817598 2/24/2004 | REGISTERED | AUTOMOTIVE FINANCE CORPORATION |
| 44. | AFC AUTOMOTIVE FINANCE CORPORATION | 78250155 5/15/2003 | 2869461 8/3/2004 | REGISTERED | AUTOMOTIVE FINANCE CORPORATION |
| 45. | AFCDEALER.COM AFCDEALER.COM | 85082835 7/12/2010 | 3923095 2/22/2011 | REGISTERED | AUTOMOTIVE FINANCE CORPORATION |
| 46. | BUY & GO BUY & GO | 85082821 7/12/2010 | 3925406 3/1/2011 | REGISTERED | AUTOMOTIVE FINANCE CORPORATION |
| 47. | EXPLORE THE POWER | 77635062 12/17/2008 | 3650601 7/7/2009 | REGISTERED | AUTOMOTIVE FINANCE CORPORATION |
| 48. | OUR SERVICE WILL FLOOR YOU <small>OUR SERVICE WILL FLOOR YOU</small> | 85013033 4/13/2010 | 3879847 11/23/2010 | REGISTERED | AUTOMOTIVE FINANCE CORPORATION |
| 49. | READY, SET, FLOOR | 77810201 8/21/2009 | 3771047 4/6/2010 | REGISTERED | AUTOMOTIVE FINANCE CORPORATION |
| 50. | DENTDEMON PAINTLESS DENT REMOVAL SPECIALISTS DD | 75071299 07-MAR- 1996 | 2088839 19-AUG-1997 | REGISTERED | HIGH TECH NATIONAL, LLC (F/K/A DENT DEMON, LLC) |

| | Trademark | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|-----|---|--|--|------------|-------------------------------------|
| 51. | BIDFAST | 74138657 2/12/1991 | 1782221 7/13/1993 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 52. | CSATODAY | 77663395 2/4/2009 | 3756750 3/9/2010 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 53. | FASTTOW | 74138655 2/12/1991 | 1783610 7/20/1993 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 54. | FASTTRACK | 74138653 2/12/1991 | 1788966 8/17/1993 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 55. | IAA | 74527163 5/17/1994 | 1900846 6/20/1995 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 56. | IAA  | 74521353 5/5/1994 | 1899150 6/13/1995 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 57. | INSURANCE AUTO AUCTIONS | 74071215 6/20/1990 | 1839138 6/7/1994 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 58. | INSURANCE AUTO AUCTIONS | 78330562 11/20/2003 | 3026577 12/13/2005 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 59. | I-PAY | 77441894 4/7/2008 | 3648506 6/30/2009 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 60. | ONE CAR ONE DIFFERENCE  | 85169939 11/5/2010 | 4008788 8/9/2011 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 61. | ONE CAR ONE DIFFERENCE | 85168876 11/4/2010 | 4008784 8/9/2011 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 62. | RUN & DRIVE | 75679685 4/9/1999 | 2387323 9/19/2000 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 63. | SUREPAY | 74138658 2/12/1991 | 1794418 9/21/1993 | REGISTERED | INSURANCE AUTO AUCTIONS, INC. |
| 64. | AUTO TRANSPORT PLUS | 86089025 10/11/2013 | --- | PENDING | OPENLANE, INC. |
| 65. | CARSARRIVE | 85072686 6/28/2010 | 4289435 2/12/2013 | REGISTERED | OPENLANE, INC. |

| | Trademark | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|-----|---------------------------------|--|--|---------------|----------------------------|
| 66. | CARSARRIVE NETWORK | 85073623 6/29/2010 | 4295992 2/26/2013 | REGISTERED | OPENLANE, INC. |
| 67. | RDN | 85604120 4/20/2012 | 4260860 12/18/2012 | REGISTERED | OPENLANE, INC. |
| 68. | RDN (AND DESIGN) | 85604105 4/20/2012 | 4260859 12/18/2012 | REGISTERED | OPENLANE, INC. |
| 69. | RECOVERY DATABASE NETWORK | 85604146 4/20/2012 | 4329599 4/30/2013 | REGISTERED | OPENLANE, INC. |
| 70. | CHECK US OUT!! | 74595726 07-NOV-1994 | 1967959 16-APR-1996 | REGISTERED | PREFERRED WARRANTIES, INC. |
| 71. | Design Only (Checkmark) | 74607078 05-DEC-1994 | 1968017 16-APR-1996 | REGISTERED | PREFERRED WARRANTIES, INC. |
| 72. | PREFERRED WARRANTIES INC. | 75611073 22-DEC-1998 | 2359628 20-JUN-2000 | REGISTERED | PREFERRED WARRANTIES, INC. |
| 73. | KAR AUCTION SERVICES (Stylized) | 77852072 19-OCT-2009 | 4246322 10-NOV-2012 | REGISTERED | KAR Auction Services, Inc. |
| 74. | OPENLANE | 85275027 23-MAR-2011 | 4268846 1-JAN-2013 | REGISTERED | OPENLANE, Inc. |