

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300600

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KAR AUCTION SERVICES, INC.		03/11/2014	CORPORATION: DELAWARE

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: 1

Property Type	Number	Word Mark
Registration Number:	4246322	KAR AUCTION SERVICES

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

source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page1.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page2.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page3.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page4.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page5.tif

TRADEMARK

source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page6.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page7.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page8.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page9.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page10.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page11.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page12.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page13.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page14.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page15.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page16.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page17.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page18.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page19.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page20.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page21.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page22.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page23.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page24.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page25.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page26.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page27.tif
source=KAR - Amended and Restated IP Security Agreement (Execution Version)(6192163_1_NY)#page28.tif

**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

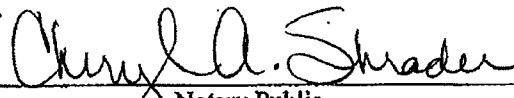
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

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 Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

LIVEBLOCK AUCTIONS INTERNATIONAL, INC.

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

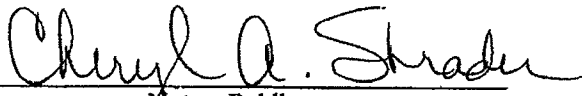
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

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.

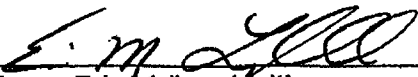
Cheryl A. Shrader
Notary Public

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

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)
) 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**

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

**TRADEMARK
REEL: 005253 FRAME: 0878**

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)

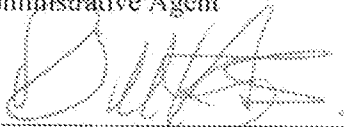
On this 10 day of March, 2014, before me personally appeared ERIC M. LOUGHMILLER proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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 Onlane 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
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
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 OUR SERVICE WILL FLOOR YOU	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.