

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		05/12/2015	NATIONAL ASSOCIATION: UNITED STATES
DRIVEFACTOR INC.		05/12/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	270 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4341050	DRIVEFACTOR	
Registration Number:	4048739	DRIVE IQ	
Registration Number:	4555746	MYDRIVINGPLUS	
CORRESPONDENCE DATA			
Fax Number:	2128225178		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125305178		
Email:	lkass@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 1:	28 Liberty Street		
Address Line 2:	c/o Lawrence Kass		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045.43800		
NAME OF SUBMITTER:	Lawrence Kass		
SIGNATURE:	/s/ Lawrence Kass		

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DATE SIGNED:	05/14/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 12, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Amended and Restated Credit Agreement, dated as of May 7, 2013 (as amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”), by and among CCC INFORMATION SERVICES, INC., (the “**Borrower**”), JAGUAR INTERMEDIATE HOLDINGS INC., a Delaware corporation (“**Holdings**”), each of the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, including any successor thereto, the “**Administrative Agent**”) and Collateral Agent, and GOLDMAN SACHS LENDING PARTNERS LLC and J.P MORGAN SECURITIES LLC, each as joint lead arranger and joint bookrunner, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated December 20, 2012, among the Grantors, Holdings and the Collateral Agent for the Secured Parties (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all

of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

DRIVEFACTOR INC., as Grantor

By: 
Name: David Merritt
Title: Secretary

**JPMORGAN CHASE BANK, N.A., as
Collateral Agent**

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005516 FRAME: 0442**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

DRIVEFACTOR INC., as Grantor

By: _____
Name: David Merritt
Title: Secretary

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

By: _____
Name: _____
Title: Nicholas Gitron-Beer
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005516 FRAME: 0443

SCHEDULE A

<u>Trademark</u>	<u>Application No. Filing Date</u>	<u>Registration No. Registration Date</u>
DRIVEFACTOR	85592960 04/09/2012	4341050 05/28/2013
DRIVE IQ	85282486 03/31/2011	4048739 11/01/2011
MYDRIVINGPLUS	86116223 11/12/2013	4555746 06/24/2014