

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		04/27/2017	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DriveFactor Inc.		
<b>Street Address:</b>	222 Merchandise Mart, Suite 900		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4341050	DRIVEFACTOR	
<b>Registration Number:</b>	4048739	DRIVE IQ	
<b>Registration Number:</b>	4555746	MYDRIVINGPLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	04/28/2017		
<b>Total Attachments: 6</b>			
source=aDriveFactor - Trademark - Release of Security Interest [Executed]#page1.tif			
source=aDriveFactor - Trademark - Release of Security Interest [Executed]#page2.tif			
source=aDriveFactor - Trademark - Release of Security Interest [Executed]#page3.tif			

OP \$90.00 4341050

source=aDriveFactor - Trademark - Release of Security Interest [Executed]#page4.tif  
source=aDriveFactor - Trademark - Release of Security Interest [Executed]#page5.tif  
source=aDriveFactor - Trademark - Release of Security Interest [Executed]#page6.tif

**RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of April 27, 2017, by **JPMORGAN CHASE BANK, N.A.**, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), in favor of **DRIVEFACTOR INC.** (the "Grantor") pursuant to (i) that certain Amended and Restated Credit Agreement, dated as of May 7, 2013 (as the same may be further amended, restated, modified or supplemented from time to time, the "Credit Agreement"), among CCC INFORMATION SERVICES INC., a Delaware corporation (the "Borrower"), JAGUAR INTERMEDIATE HOLDINGS INC., a Delaware corporation ("Holdings"), 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, each Lender from time to time party thereto and the other agents and arrangers party thereto, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Security Agreement (defined below).

**WITNESSETH:**

**WHEREAS**, the Grantor is party to that certain Security Agreement, dated as of December 20, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement, dated as of May 12, 2015 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of the Grantor: all Trademarks of the Grantor, including, but not limited to, the Trademarks listed on Schedule A, attached hereto, and all associated goodwill in the same (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5516, Frame 0438 on May 14, 2015;

**WHEREAS**, the Collateral Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of the Grantor in the Trademark Collateral, and to re-convey any and all rights in the Trademark Collateral to the Grantor.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) releases, relinquishes and discharges, with respect to the Grantor, all

of its lien on and security interest in and to all of the Grantor's right, title, and interest in, to and under the Trademark Collateral, (ii) terminates the Trademark Security Agreement, and (iii) re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral.

The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency; and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Collateral Agent's lien on and security interest in the Trademark Collateral. The Collateral Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which had been granted under the Trademark Security Agreements.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL 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).

*[Signature page follows]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

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


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Nicholas Gitron-Beer**  
**Vice President**

[SIGNATURE PAGE TO RELEASE OF  
SECURITY INTEREST IN TRADEMARK COLLATERAL (DRIVEFACTOR)]

**TRADEMARK**  
**REEL: 006044 FRAME: 0909**

Accepted and Agreed:

DRIVEFACTOR INC.

By:   
Name: Steven J. McKay  
Title: Chief Executive Office

[SIGNATURE PAGE TO RELEASE OF  
SECURITY INTEREST IN TRADEMARK COLLATERAL (DRIVEFACTOR)]

**TRADEMARK**  
**REEL: 006044 FRAME: 0910**

**SCHEDULE A**

**Trademarks – Trademark Security Agreement**

<u>Trademark</u>	<u>Application No.</u> <u>Filing Date</u>	<u>Registration No.</u> <u>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