

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CCC Information Services Inc.		06/14/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Ave.		
<b>Internal Address:</b>	19th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5403068	CCC SECURE SHARE	
<b>Registration Number:</b>	5403069	CCC SECURE SHARE	
<b>Registration Number:</b>	5449592	POWERING FORWARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	james.murray@wolterskluwer.com, ecarrera@cahill.com		
<b>Correspondent Name:</b>	Jim Murray		
<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>	06/14/2019		
<b>Total Attachments: 8</b>			
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source=Triple - First Lien IP Security Agreement (Executed)_(62274715_1) (Trademarks)#page2.tif			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CCC Information Services Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 14, 2019

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Jefferies Finance LLC

Street Address: 520 Madison Ave., 19th Floor

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule I

B. Trademark Registration No. (s) \_\_\_\_\_

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera

Signature

June 14, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 14, 2019, (this “Agreement”), by (i) **CCC Information Services Inc.**, a Delaware corporation, (ii) **CCCIS International Holdings Inc.**, a Delaware corporation, and (iii) **Auto Injury Solutions, Inc.**, a Delaware corporation ((i) through (iii), each, a “Grantor”) in favor of **Jefferies Finance LLC** (“Jefferies”), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of April 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders under the First Lien Credit Agreement have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of April 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “First Lien Credit Agreement”), by and among, *inter alios*, Cypress Intermediate Holdings II, Inc., a Delaware corporation, as Holdings, Cypress Intermediate Holdings III, Inc. (f/k/a Jaguar Holdings Inc.), a Delaware corporation (successor by merger to Cypress Merger Sub, Inc., a Delaware corporation), as the Borrower, the Lenders from time to time party thereto and Jefferies, as Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CCC Information Services Inc.**

By: \_\_\_\_\_

Name: Githesh Ramamurthy

Title: President & Chief Executive Officer

**Auto Injury Solutions, Inc.**

By: \_\_\_\_\_

Name: Mary Jo Prigge

Title: President

**CCCIS International Holdings Inc.**

By: \_\_\_\_\_


Name: Githesh Ramamurthy

Title: President & Chief Operating Officer

[Signature Page to Second Lien IP Security Agreement]

Accepted and Agreed:


JEFFERIES FINANCE LLC,  
as Administrative Agent

By:   
Name: Paul Chisholm  
Title: Managing Director

**SCHEDULE I**

**TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
CCC SECURE SHARE	CCC Information Services, Inc.	5403068	13-Feb-2018
CCC SECURE SHARE Design 	CCC Information Services, Inc.	5403069	13-Feb-2018
POWERING FORWARD	CCC Information Services, Inc.	5449592	17-Apr-2018

**TRADEMARK APPLICATIONS**

None



**SCHEDULE II**

**PATENTS**

None

**PATENT APPLICATIONS**

<b>TITLE</b>	<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>
Driver Assist Design Analysis System	CCC Information Services, Inc.	15649863	14-Jul-2017
[Redacted]	CCC Information Services, Inc.	16291609	04-Mar-2019
[Redacted]	CCC Information Services, Inc.	16407350	09-May-2019

**SCHEDULE III**

**COPYRIGHT REGISTRATIONS**

None

**COPYRIGHT APPLICATIONS**

None