#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM527997

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Second Lien Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CCC Information Services Inc.		06/14/2019	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Nomura Corporate Funding Americas, LLC
Street Address:	309 West 49th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5403068	CCC SECURE SHARE
Registration Number:	5403069	CCC SECURE SHARE
Registration Number:	5449592	POWERING FORWARD

#### **CORRESPONDENCE DATA**

Fax Number: 8009144240

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.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: **CT** Corporation

Address Line 4: Columbus, OHIO 43219

Elaine Carrera NAME OF SUBMITTER: SIGNATURE: /Elaine Carrera/ **DATE SIGNED:** 06/17/2019

#### **Total Attachments: 8**

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Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

# 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.			
Name of conveying party(ies):	2. Name and address of receiving party(ies)		
i. Manie of conveying partyties).	Additional names addresses or sitizenship attached?		
CCC Information Services Inc.			
	Name: Nomura Corporate Funding Americas, LLC		
Individual(s) Association	Street Address: 309 West 49th Street		
Partnership Limited Partnership	City: New York		
⊠ Corporation- State:DE	State: NY		
Other	Country:USA Zip: 10019		
Citizenship (see guidelines) USA	Individual(s) Citizenship		
Additional names of conveying parties attached? Yes No			
3. Nature of conveyance/Execution Date(s) :	Partnership Citizenship		
Execution Date(s)June 14, 2019	Limited Partnership Citizenship		
Assignment Merger	Corporation Citizenship		
	Other LLC Citizenship USA-DE		
Security Agreement Change of Name ∑ Other Second Lien Security Agreement	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 A. Trademark Application No.(s)  Text	l identification or description of the Trademark.  B. Trademark Registration No.(s)		
	See Schedule I		
See Schedule I	Additional sheet(s) attached? X 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	6. Total number of applications and		
concerning document should be mailed:	registrations involved:		
Name; Elaine Carrera, Senior Paralegal			
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
	Authorized to be about alto demait account		
Street Address: c/o Cahill Gordon & Reindel LLP	Authorized to be charged to deposit account  Enclosed		
80 Pine Street			
City: New York	8. Payment Information:		
State: NY Zip; 10005			
Phone Number: (212) 701-3365	Deposit Account Number		
Docket Number:	Authorized User Name		
Email Address:ecarrera@cahill.com			
9. Signature: Carre			
Signature Elaine Carrera	Date Tatal number of pages leadeding course		
Name of Person Signing	Total number of pages including cover 8 sheet, attachments, and document:		

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

#### SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND 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 Nomura Corporate Funding Americas, LLC ("Nomura"), 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 Second 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 Second Lien Credit Agreement have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second 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 "Second 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 Nomura, as Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second 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 <u>Schedule I</u> 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 <u>Schedule III</u> 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 Ing

By:

Name Githesh Ramamurthy

President & Chief Executive Officer Title:

Auto Injury Solutions, Inc.

Title:

CCCIS International Holdings Inc.

Ву:

Name:

Githesh/Ramamurthy

Title:

President & Chief Operating Officer

Accepted and Agreed:

NOMURA CORPORATE FUNDING AMERICAS, LLC, as Administrative Agent

By:

Name: Andrew Keith Title: Executive Director

[Signature Page to Second Lien IP Security Agreement]

### **SCHEDULE I**

### **TRADEMARKS**

### TRADEMARK REGISTRATIONS

TRADEMARK	OWNER	REGISTRATION NUMBER	REGISTRATION DATE
CCC SECURE SHARE	CCC Information Services, Inc.	5403068	13-Feb-2018
CCC SECURE SHARE Design SECURE SHARE	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

TITLE	OWNER	APPLICATION NUMBER	APPLICATION DATE
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

TRADEMARK REEL: 006671 FRAME: 0065

**RECORDED: 06/17/2019**