

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529990

<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., as Administrative Agent		06/28/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Insurance Auto Auctions, Inc.		
<b>Street Address:</b>	Two Wesbrook Corporate Center		
<b>Internal Address:</b>	suite 500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60154		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5152159	IAA INSPECTION SERVICES	
<b>Registration Number:</b>	5142786	IAA TITLE SERVICES	
<b>Registration Number:</b>	5152158	IAA TOTAL LOSS SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
<b>Address Line 1:</b>	885 THIRD AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	045494-0109		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	07/01/2019		
<b>Total Attachments: 4</b>			
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source=IAA - IP Release (RF 6081 0719) Executed#page4.tif

**RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY, dated as of June 28, 2019 (this “Release”), is made by JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the benefit of the Secured Parties, in favor of Insurance Auto Auctions, Inc., an Illinois corporation (the “Grantor”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of March 11, 2014 (as amended by the Incremental Commitment Agreement and First Amendment dated as of March 9, 2016 and by the Incremental Commitment Agreement and Second Amendment dated as of May 31, 2017 and as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the Lenders, the Administrative Agent, and other parties from time to time signatory thereto, the Grantor entered into that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 11, 2014 (as further amended, supplemented, replaced or otherwise modified from time to time the “Collateral Agreement”) in favor of the Administrative Agent;

WHEREAS, pursuant to the Collateral Agreement, Grantor executed and delivered that certain Intellectual Property Security Agreement (Supplemental Filing), dated as of May 31, 2017 (the “Supplemental IP Security Agreement”), in favor of the Administrative Agent, which was recorded in the United States Patent and Trademark Office on June 12, 2017 at Reel 6081, Frame 0719 and which further supplemented that certain Amended and Restated Intellectual Property Security Agreement, dated as of March 11, 2014 (as supplemented by that certain Intellectual Property Security Agreement (Supplemental Filing), dated March 9, 2016, the “IP Security Agreement”);

WHEREAS, pursuant to the Collateral Agreement and the Supplemental IP Security Agreement, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to all of the following property then owned or at any time thereafter acquired or in which the Grantor then had or at any time thereafter acquired any right, title or interest, as collateral for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s obligations (collectively, the “Released IP Collateral”):

(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 the 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 then and thereafter 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 then and thereafter 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 and 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 then and thereafter 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; and

WHEREAS, the Grantor has requested that the Administrative Agent execute and deliver this Release to evidence the release of its security interest in the Released IP Collateral for filing and recordation with the United States Patent and Trademark Office.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety its security interest in the Released IP Collateral, and discharges, quit claims, and relinquishes unto the Grantor, and re-assigns to the Grantor any and all right, title or interest it may have in or to, the Released IP Collateral.

This Release is applicable solely with respect to the Released IP Collateral and to no other collateral arising under the Collateral Agreement, the IP Security Agreement or the Supplemental IP Security Agreement ("Unreleased Collateral"). The Administrative Agent retains all security interests, liens, rights and interests pledged and granted to the Administrative Agent under the Collateral Agreement, the IP Security Agreement and the Supplemental IP Security Agreement with respect to the Unreleased Collateral, and the Administrative Agent's security interest, liens, rights and interests in the Unreleased Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

By: 

Name: Brendan Korb

Title: Vice President

**SCHEDULE I**

**TRADEMARKS**

<b>Trademark / Image</b>	<b>Application No. / Application Date</b>	<b>Registration No. / Registration Date</b>
IAA INSPECTION SERVICES	86793739 10/20/2015	5152159 2/28/2017
IAA TITLE SERVICES	86793759 10/20/2015	5142786 2/14/2017
IAA TOTAL LOSS SOLUTIONS	86793718 10/20/2015	5152158 2/28/2017

**PATENTS**

None.

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None.