

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530006

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in certain Intellectual Property recorded at RF 5253/0714

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		06/28/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Insurance Auto Auctions, Inc.
Street Address:	Two Wesbrook Corporate Center
Internal Address:	suite 500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60154
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1782221	BIDFAST
Registration Number:	3756750	CSATODAY
Registration Number:	1783610	FASTTOW
Registration Number:	1788966	FASTTRACK
Registration Number:	1899150	IAA
Registration Number:	1839138	INSURANCE AUTO AUCTIONS
Registration Number:	3026577	INSURANCE AUTO AUCTIONS
Registration Number:	0348506	
Registration Number:	4008788	ONE CAR ONE DIFFERENCE
Registration Number:	4008784	ONE CAR ONE DIFFERENCE
Registration Number:	2387323	RUN & DRIVE
Registration Number:	1794418	SUREPAY
Serial Number:	74527163	IAA

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

TRADEMARK

Phone: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1: 885 THIRD AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	045494-0109
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/01/2019

Total Attachments: 8

source=IAA - IP Release (RF 5253 0714) Executed#page1.tif
source=IAA - IP Release (RF 5253 0714) Executed#page2.tif
source=IAA - IP Release (RF 5253 0714) Executed#page3.tif
source=IAA - IP Release (RF 5253 0714) Executed#page4.tif
source=IAA - IP Release (RF 5253 0714) Executed#page5.tif
source=IAA - IP Release (RF 5253 0714) Executed#page6.tif
source=IAA - IP Release (RF 5253 0714) Executed#page7.tif
source=IAA - IP Release (RF 5253 0714) Executed#page8.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 Amended IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of March 11, 2014 (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 amended, supplemented, replaced or otherwise modified from time to time the “Collateral Agreement”) in favor of the Administrative Agent;

WHEREAS, Grantor executed and delivered that certain Intellectual Property Security Agreement, dated as of May 19, 2011 in favor of the Administrative Agent, which was recorded in the United States Patent and Trademark Office on May 27, 2011 at Reel 4550, Frame 0185, as supplemented by that certain Intellectual Property Security Agreement (First Supplemental Filing), dated as of July 13, 2012, which was recorded in the United States Patent and Trademark office on July 19, 2012 at Reel 028596 Frame 0630 (collectively, the “Original IP Security Agreement”);

WHEREAS, pursuant to the Collateral Agreement, Grantor executed and delivered that certain Amended and Restated Intellectual Property Security Agreement dated as of March 11, 2014 (the “Amended IP Security Agreement”), in favor of the Administrative Agent, which amended and restated the Original IP Security Agreement in its entirety and which was recorded in the United States Patent and Trademark Office on April 7, 2014 at Reel 5253, Frame 0714 (with respect to trademarks) and Reel 032622 Frame 0170 (with respect to patents);

WHEREAS, pursuant to the Collateral Agreement, the Original IP Security Agreement and the Amended 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.

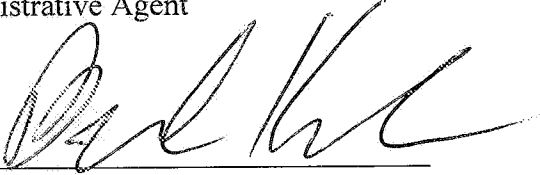
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety its security 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 Original IP Security Agreement or the Amended 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 Original IP Security Agreement and the Amended 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

Intellectual Property Security Agreement Recorded At Reel 4550, Frame 0185:

TRADEMARKS

Trademark / Image	Application No. / Application Date	Registration No. / Registration Date
BIDFAST	74138657 2/12/1991	1782221 7/13/1993
CSATODAY	77663395 2/4/2009	3756750 3/9/2010
FASTTOW	74138655 2/12/1991	1783610 7/20/1993
FASTTRACK	74138653 2/12/1991	1788966 8/17/1993
IAA	74527163 5/17/1994	1900486 6/20/1995
IAA 	74521353 5/5/1994	1899150 6/13/1995
I-BID LIVE	77663407 2/4/2009	---
INSURANCE AUTO AUCTIONS	74071215 6/20/1990	1839138 6/7/1994
INSURANCE AUTO AUCTIONS	78330562 11/20/2003	3026577 12/13/2005
I-PAY	77441894 4/7/2008	348506 6/30/2011
ONE CAR ONE DIFFERENCE 	85169939 11/5/2010	4008788 8/9/2011
ONE CAR ONE DIFFERENCE	85168876 11/4/2010	4008784 8/9/2011
RUN & DRIVE	75679685 4/9/1999	2387323 9/19/2000

Trademark / Image	Application No. / Application Date	Registration No. / Registration Date
SUREPAY	74138658 2/12/1991	1794418 9/21/1993

PATENTS

Patent Title	Application No. / Application Date	Patent No. / Grant Date
METHOD AND APPARATUS OF ESTIMATING VALUE OF A DAMAGED VEHICLE	61/356,273 6/18/2010	---
TITLE TRANSFER APPLICATION AND METHOD	61/357,718 06/23/2010	---

COPYRIGHTS

None.

**Intellectual Property Security Agreement (First Supplemental Filing) Recorded At Reel
028596 Frame 0630:**

TRADEMARKS

None.

PATENTS



Patent Title	Application No. / Application Date	Patent No. / Grant Date
METHOD AND APPARATUS OF ESTIMATING VALUE OF A DAMAGED VEHICLE	13/162,844 6/17/2011	---

COPYRIGHTS

None.

**Amended And Restated Intellectual Property Security Agreement Recorded At Reel 5253,
Frame 0714 And Reel 032622 Frame 0170:**

TRADEMARKS

Trademark / Image	Application No. / Application Date	Registration No. / Registration Date
BIDFAST	74138657 2/12/1991	1782221 7/13/1993
CSATODAY	77663395 2/4/2009	3756750 3/9/2010
FASTTOW	74138655 2/12/1991	1783610 7/20/1993
FASTTRACK	74138653 2/12/1991	1788966 8/17/1993
IAA	74527163 5/17/1994	1900486 6/20/1995
IAA 	74521353 5/5/1994	1899150 6/13/1995
INSURANCE AUTO AUCTIONS	74071215 6/20/1990	1839138 6/7/1994
INSURANCE AUTO AUCTIONS	78330562 11/20/2003	3026577 12/13/2005
I-PAY	77441894 4/7/2008	348506 6/30/2011
ONE CAR ONE DIFFERENCE 	85169939 11/5/2010	4008788 8/9/2011
ONE CAR ONE DIFFERENCE	85168876 11/4/2010	4008784 8/9/2011
RUN & DRIVE	75679685 4/9/1999	2387323 9/19/2000
SUREPAY	74138658 2/12/1991	1794418 9/21/1993

PATENTS

Patent Title	Application No. / Application Date	Patent No. / Grant Date
METHOD AND APPARATUS OF ESTIMATING VALUE OF A DAMAGED VEHICLE	13/162,844 6/17/2011	---
TITLE TRANSFER APPLICATION AND METHOD	13/901,246 05/23/2013	---
VEHICLE TITLE TRACKER METHOD AND APPARATUS	14/030,324 9/18/2013	---
TITLE DOCUMENT RULES ENGINE METHOD AND APPARATUS	14/028,944 9/17/2013	---
AVERAGE SALVAGE VALUE METHOD AND APPARATUS	14/030,680 9/18/2013	---
VOICE ENTRY VIN	14/090,866 12/26/2013	---
PARTS EXCHANGE METHOD AND APPARATUS	61/839,349 10/21/2012	---
PHOTO INSPECTION GUIDE FOR VEHICLE AUCTION	13/948,752 7/25/2013	---

LICENSE TO U.S. PATENTS (SOLELY TO THE EXTENT RELATING TO THE RIGHTS OF INSURANCE AUTO AUCTIONS, INC. THEREUNDER)

License, dated August 15, 2008, from Auction Management Solutions, Inc. to ADESA, Inc., LiveBlock Auctions International, Inc. and Insurance Auto Auctions, Inc. to use U.S. Provisional Application No. 60/207,030; U.S. Patent Application No. 09/866,191; U.S. Patent No 6,813,612; any patents or applications claiming priority to U.S. Provisional Application No. 60/207,030 and/or U.S. Patent Application No. 09/866,191; and any U.S., foreign, and international extensions, renewals, continuations, continuations-in-part, reissues, reexaminations, divisionals, and counterpart applications thereto, existing in the past, now or in the future, including but not limited to U.S. Patent Applications Nos. 10/913,161; 10/913,886; 11/164,796; 12/053,047; and 12/060,293.

COPYRIGHTS

None.