

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Insurance Auto Auctions, Inc.		06/28/2019	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1782221	BIDFAST	
<b>Registration Number:</b>	3756750	CSATODAY	
<b>Registration Number:</b>	1900846	IAA	
<b>Registration Number:</b>	1899150	IAA	
<b>Registration Number:</b>	5772708	IAA IGNITE AUCTION	
<b>Registration Number:</b>	5772709	IAA IGNITE AUCTION	
<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>Registration Number:</b>	1839138	INSURANCE AUTO AUCTIONS	
<b>Registration Number:</b>	3026577	INSURANCE AUTO AUCTIONS	
<b>Registration Number:</b>	3648506	I-PAY	
<b>Registration Number:</b>	4008784	ONE CAR ONE DIFFERENCE	
<b>Registration Number:</b>	4008788	ONE CAR ONE DIFFERENCE	
<b>Registration Number:</b>	5450202	REC RIDES A POWERSPORT AUCTION	
<b>Registration Number:</b>	5450208	REC RIDES A POWERSPORT AUCTION	
<b>Registration Number:</b>	2387323	RUN & DRIVE	

CH \$440.00 1782221

**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.***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: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Insurance Auto Auctions, Inc., an Illinois corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. IAA Inc., a Delaware corporation (the "Borrower"), has entered into the Credit Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (the "Lenders"), and the Administrative Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 28, 2019, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Collateral, including without limitation certain Intellectual Property of the Grantor to the Administrative Agent, for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**SECTION 1. Grant of Security.** The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to all of the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(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 pursuant to 15 U.S.C. §1051 Section 1(b), unless and until acceptable evidence of use of the mark 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 now and hereafter 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 and 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 now and hereafter 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 kind 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 now and hereafter 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.

SECTION 2. Recordation. The Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

*(Signature page follows)*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

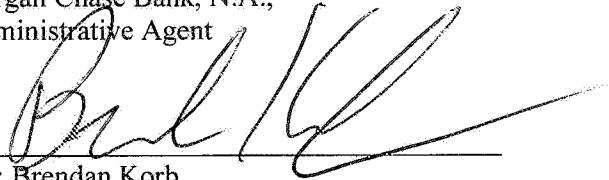
Insurance Auto Auctions, Inc.

By:   
Name: John W. Kett  
Title: Chief Executive Officer & President

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006683 FRAME: 0347**

JPMorgan Chase Bank, N.A.,  
as Administrative Agent

By:   
Name: Brendan Korb  
Title: Vice President

**SCHEDULE 1**

**U.S. COPYRIGHTS**

None.

**U.S. PATENTS**

<b>Patent Name</b>	<b>Application No.</b>	<b>Status</b>	<b>Owner</b>
SYSTEM AND METHOD OF AUCTION MANAGEMENT	15/822,639	Pending	Insurance Auto Auctions, Inc. *

**\*Appropriate documentation to be filed with the USPTO to update ownership from KAR Auction Services, Inc. to Insurance Auto Auctions, Inc.**

**U.S. TRADEMARKS**

<b>Trademark Name</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Status</b>	<b>Owner</b>
BIDFAST	74138657 12-Feb-1991	1782221 13-Jul-1993	Registered	Insurance Auto Auctions, Inc.
CSATODAY	77663395 04-Feb-2009	3756750 09-Mar-2010	Registered	Insurance Auto Auctions, Inc.
IAA	74527163 17-May-1994	1900846 20-Jun-1995	Registered	Insurance Auto Auctions, Inc.
IAA (DESIGN)	74521353 05-May-1994	1899150 13-Jun-1995	Registered	Insurance Auto Auctions, Inc.
IAA IGNITE AUCTION	87811063 26-Feb-2018	5772708 11-Jun-2019	Registered	Insurance Auto Auctions, Inc.
IAA IGNITE AUCTION (DESIGN)	87811130 26-Feb-2018	5772709 11-Jun-2019	Registered	Insurance Auto Auctions, Inc.

<b>Trademark Name</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Status</b>	<b>Owner</b>
IAA INSPECTION SERVICES	86793739 20-Oct-2015	5152159 28-Feb-2017	Registered	Insurance Auto Auctions, Inc.
IAA TITLE SERVICES	86793759 20-Oct-2015	5142786 14-Feb-2017	Registered	Insurance Auto Auctions, Inc.
IAA TOTAL LOSS SOLUTIONS	86793718 20-Oct-2015	5152158 28-Feb-2017	Registered	Insurance Auto Auctions, Inc.
INSURANCE AUTO AUCTIONS	74071215 20-Jun-1990	1839138 07-Jun-1994	Registered	Insurance Auto Auctions, Inc.
INSURANCE AUTO AUCTIONS	78330562 20-Nov-2003	3026577 13-Dec-2005	Registered	Insurance Auto Auctions, Inc.
I-PAY	77441894 07-Apr-2008	3648506 30-Jun-2009	Registered	Insurance Auto Auctions, Inc.
ONE CAR ONE DIFFERENCE	85168876 04-Nov-2010	4008784 09-Aug-2011	Registered	Insurance Auto Auctions, Inc.
ONE CAR ONE DIFFERENCE (DESIGN)	85169939 05-Nov-2010	4008788 09-Aug-2011	Registered	Insurance Auto Auctions, Inc.
REC RIDES A POWERSPORT AUCTION (DESIGN)	87550222 13-Jul-2017	5450202 17-Apr-2018	Registered	Insurance Auto Auctions, Inc.
REC RIDES A POWERSPORT AUCTION (DESIGN)	87553383 02-Aug-2017	5450208 17-Apr-2018	Registered	Insurance Auto Auctions, Inc.
RR (DESIGN)	87550232 31-Jul-2017		Suspended ITU	Insurance Auto Auctions, Inc.
RUN & DRIVE	75679685 09-Apr-1999	2387323 19-Sep-2000	Registered	Insurance Auto Auctions, Inc.