

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automotive Finance Corporation		05/10/2021	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87550262	AFCDEALER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0287		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	05/11/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING), dated as of May 10, 2021 (as amended, supplemented or otherwise modified from time to time, the “Supplemental Intellectual Property Security Agreement”), is made by the entities identified as “Additional Grantors” on the signature pages hereto (the “Additional Grantors” and each an “Additional Grantor”), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement (defined below) or the Guarantee and Collateral Agreement (defined below), as applicable.

A. KAR Auction Services, Inc., a Delaware corporation (the “Borrower”), has entered into the 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 further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the several banks, financial institutions and other entities from time to time party thereto as lenders (the “Lenders”), JPMorgan Chase Bank N.A. as Administrative Agent, and other parties from time to time signatory thereto.

B. It was 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 Grantors shall have executed and delivered 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 “Guarantee and Collateral Agreement”) in favor of the Administrative Agent for the benefit of the Secured Parties.

C. Pursuant to the Guarantee and Collateral Agreement, certain of the Grantors entered into that certain (i) Amended and Restated Intellectual Property Security Agreement, dated as of March 11, 2014, which was recorded with the United States Patent and Trademark Office on April 7, 2014 for trademarks at Reel/Frame 5253/0415, Reel/Frame No. 5253/0714, Reel/Frame No. 5253/0455, Reel/Frame No. 5253/0748, Reel/Frame No. 5253/0568, Reel/Frame No. 5253/0907, Reel/Frame No. 5253/0679 and Reel/Frame No. 5253/0865, and for patents at Reel/Frame No. 032622/0170, Reel/Frame No. 032622/0230 and Reel/Frame No. 032622/0269, and which was recorded with the United States Copyright Office on April 9, 2014 at Volume 9913 Document 929, (ii) Intellectual Property Security Agreement (Supplemental Filing), dated March 9, 2016, which was recorded with the United States Patent and Trademark Office on March 10, 2016 for trademarks at Reel/Frame No. 5748/0798, Reel/Frame No. 5748/0813, Reel/Frame No. 5748/0828, Reel/Frame No. 5748/0901 and Reel/Frame No. 5748/0919, and for patents at Reel/Frame No. 038056/0371 and Reel/Frame No. 038056/0461 and which was filed with the United States Copyright Office on March 17, 2016, (iii) Intellectual Property Security Agreement (Supplemental Filing), dated May 31, 2017, which was recorded with the United States Patent and Trademark Office on June 12, 2017 for trademarks at Reel/Frame No. 6081/0645, Reel/Frame No. 6081/0719, Reel/Frame No. 6081/0699, Reel/Frame No. 6081/0755, Reel/Frame No. 6081/0676 and for patents at Reel/Frame No. 042671/0628, at Reel/Frame No. 042671/0675, Reel/Frame No. 042671/0733, Reel/Frame 042671/0767 and which was recorded with the United States Copyright

Office on June 14, 2017 at Volume 9947 Document 979 and (iv) Intellectual Property Security Agreement (Supplemental Filing), dated September 18, 2019, which was recorded with the United States Patent and Trademark Office on September 19, 2019 for trademarks at Reel/Frame No. 6749/0535.

D. Under the terms of the Guarantee and Collateral Agreement, the Grantors, including the Additional Grantors, have granted a security interest in certain property, including, without limitation, the After-Acquired Intellectual Property (defined below) of the Grantors (including the Additional Grantors), to the Administrative Agent, for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office.

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

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

(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 each Additional 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 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, 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, (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. Each Additional Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, record this Supplemental Intellectual Property Security Agreement.

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

SECTION 4. Governing Law. This Supplemental 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 Supplemental 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 Supplemental 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 Additional Grantor has caused this Supplemental Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BACKLOT CARS, INC.
RECOVERY DATABASE NETWORK, INC.
MOBILETRAC, LLC
OPENLANE, INC.
CARSARRIVE NETWORK, INC.
ADESA, INC.,
each as Grantor

By: Chuck Coleman
Name: Charles S. Coleman
Title: Executive Vice President and
Secretary

AUTOVIN, INC.
ADESA LANSING, LLC
HIGH TECH NATIONAL, LLC
AUCTIONTRAC, LLC
PAR, INC.,
each as Grantor

By: Heather Cameron
Name: Heather Cameron
Title: Vice President and Secretary

KAR AUCTION SERVICES, INC.,
as Grantor

By: Peter J. Kelly
Name: Peter J. Kelly
Title: Chief Executive Officer

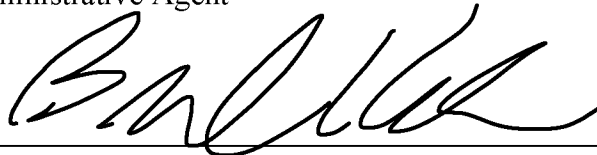
AUTOMOTIVE FINANCE CORPORATION,
as Grantor

By: James E. Money
Name: James E. Money II
Title: President

Accepted and Agreed:

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

By:

A handwritten signature in black ink, appearing to read 'BKorb', written over a horizontal line.

Name: Brendan Korb
Title: Vice President

SCHEDULE 1
TO SUPPLEMENTAL IP SECURITY AGREEMENT

Copyrights:

Record Owner	Full Title	Copyright Number	Date
ADESA, Inc.	Pulse : global vehicle remarketing's latest economic indicators.	CSN0138621	2002
ADESA, Inc.	Pulse : global vehicle remarketing's latest economic indicators.	CSN0138621	2001
MobileTrac, LLC ¹	www.instavin.com.	VA0001772652	2011

Patents:

Patent Title	Application Number File Date	Patent Number Grant Date	Status	Owner
MOBILE DEVICE TEMPERATURE REGULATING CASE	15975342 5/9/2018	10831248 11/10/2020	Pending	Adesa, Inc.
SYSTEM AND METHOD FOR MOBILE DEVICE INVENTORY CONTROL SYSTEM	15975327 5/9/2018	---	Pending	Adesa, Inc.
VEHICLE DOCUMENTATION SYSTEM WITH DYNAMIC SETTING CONTROLS	16219307 12/13/2018	---	Pending	Adesa, Inc.
METHOD AND APPARATUS USING A DRONE TO INPUT VEHICLE DATA	15367510 12/2/2016	10472091 11/12/2019	Registered	Adesa Inc.
VEHICLE DOCUMENTATION SYSTEM	15875276 1/19/2018	10580234 3/3/2020	Registered	Adesa Inc.
VEHICLE SELF-INSPECTION	17027283 9/21/2020	---	Pending	KAR Auction Services, Inc.

¹ To be assigned to KAR Auction Services, Inc.

APPARATUS AND METHOD				
MOBILE DEVICE TEMPERATURE-REGULATING CASE	17/092,796 11/9/2020	---	Pending	Adesa, Inc.
METHOD AND APPARATUS USING A DRONE TO INPUT VEHICLE DATA	15367510 12/2/2016	---	Pending	Adesa, Inc.
SUSPENDED PHOTOBOOTH	63069280 8/24/2020	---	Pending	Adesa, Inc.
LOCATION-BASED TRANSPORTATION NETWORK	16537941 8/12/2019	---	Pending	Carsarrive Network, Inc.
WHOLESALE VIRTUAL INVENTORY AND RETAIL LEAD GENERATION	16124414 9/7/2018	10817817 10/27/2020	Pending	Openlane, Inc.
APPARATUS AND METHODS FOR EFFICIENT DELIVERY OF AUCTION ITEM INFORMATION	13799513 3/13/2013	8725581 5/13/2014	Issued	KAR Auction Services, Inc.

Pending Patent Applications:

- a) U.S. Provisional App. No. 63/064,520 for System and Method of Matching a Seller of a Vehicle to a Buyer of a Vehicle in a Dealer-to-Dealer Transaction, filed August 12, 2020, pending, inventors: David Horen, Dan Duncan, and Jason Houseworth.
- b) U.S. Provisional App. No. 63/070,477 for System and Method of Recommending a Vehicle-Specific Inspection and Estimating Vehicle Reconditioning, filed August 26, 2020, pending, inventor: Shuchi Singh.

Trademarks:

Trademark	Country	Application No. Application Date	Registration No. Registration Date	Status	Owner	Image if any
ADESA ASSURANCE	US	88392477 18-Apr-2019	5885395 15-Oct-2019	Registered	ADESA, Inc.	

Trademark	Country	Application No. Application Date	Registration No. Registration Date	Status	Owner	Image if any
ADESA REWARDS (DESIGN)	US	87550145 31-Jul-2017	5455215 24-April-2018	Registered	ADESA, Inc.	
ADESA REWARDS (DESIGN)	US	87553428 02-Aug-2017	5471416 15-May-2018	Registered	ADESA, Inc.	
ADESA SIMULCAST	US	88568650 06-Aug-19	6012689 17-Mar-2020	Registered	ADESA, Inc.	
ADESA SIMULCAST+	US	88925536 20-May-2020	---	Pending	ADESA, Inc.	
ADESA SIMULCAST+	US	88921747 5/18/2020	---	Pending	ADESA, Inc.	
ADESA VIRTUALANE	US	88363741 29-Mar-2019	5874056 01-Oct-2019	Registered	ADESA, Inc.	
SIMULCAST+	US	88921785 18-May-2020	---	Pending	ADESA, Inc.	
PAR (DESIGN)	US	87786977 06-Feb-2018	5776659 11-Jun-2019	Registered	PAR, Inc.	
PARTNERS IN ASSET RECOVERY	US	87782511 02-Feb-2018	5776647 11-Jun-2019	Registered	PAR, Inc.	
PLATINUM COMPLIANCE	US	87786997 06-Feb-2018	5764728 28-May-2019	Registered	PAR, Inc.	
PAR	US	75088906 16-Apr-1996	2151277 14-Apr-1998	Registered	PAR, Inc.	
PAR NORTH AMERICA VEHICLE TRANSITION SERVICES	US	76190675 08-Jan-2001	2630448 08-Oct-2002	Registered	PAR, Inc.	

[Signature Page to Intellectual Property Security Agreement (Supplemental Filings 2017)]

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Trademark	Country	Application No. Application Date	Registration No. Registration Date	Status	Owner	Image if any
W (DESIGN)	US	87550195 31-Jul-2017	5455216 24-Apr-2018	Registered	ADESA, Inc.	
AFCDEALER	US	87550262 31-Jul-2017	5412417 27-Feb-2018	Registered	Automotive Finance Corporation	
LIVECOUNT (DESIGN)	US	85468338 09-NOV-2011	4171158 10-Jul-2012	Registered	High Tech National, LLC	
K (design)	US	88435416 17-May-2019	6060231 19-May-2020	Pending	KAR Auction Services, Inc.	
KAR GLOBAL	US	88435312 17-May-2019	---	Pending	KAR Auction Services, Inc.	
KARGLOBAL.COM	US	90310386 10-Nov-2020	---	Pending	KAR Auction Services, Inc.	
MARKET FLASH	US	74081530 25-Jul-1990	1647442 11-Jun-1991	Registered	ADESA Lansing, LLC	
AUCTIONTRAC	US	85411614 31-Aug-2011	4163724 26-Jun-2012	Registered	AuctionTrac, LLC	
AUTOVIN	US	77126546 09-Mar-2007	3343249 27-Nov-2007	Registered	Autovin, Inc.	
AUTOVIN AN ADESA COMPANY	U.S.	86954873 28-Mar-2016	5081401 15-Nov-2016	Registered	Autovin, Inc.	
LEASECHECK	U.S.	77126624 09-Mar-2007	3404417 01-Apr-2008	Registered	Autovin, Inc.	
LOTCHECK	U.S.	77126696 09-Mar-2007	3343254 27-Nov-2007	Registered	Autovin, Inc.	

[Signature Page to Intellectual Property Security Agreement (Supplemental Filings 2017)]

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Trademark	Country	Application No. Application Date	Registration No. Registration Date	Status	Owner	Image if any
AT+ AUTO TRANSPORT PLUS	U.S.	86089025 11-Oct-2013	4547322 10-Jun-2014	Registered	CarsArrive Network, Inc.	
CARSARRIVE	U.S.	85072686 28-Jun-2010	4289435 12-Feb-2013	Registered	CarsArrive Network, Inc.	
CARSARRIVE NETWORK	U.S.	85073623 29-Jun-2010	4295992 26-Feb-2013	Registered	CarsArrive Network, Inc.	
RDN	U.S.	85604120 20-Apr-2012	4260860 18-Dec-2012	Registered	Recovery Database Network, Inc.	
RDN	U.S.	85604105 20-Apr-2012	4260859 18-Dec-2012	Registered	Recovery Database Network, Inc.	
RECOVERY DATABASE NETWORK	U.S.	85604146 20-Apr-2012	4329599 30-Apr-2013	Registered	Recovery Database Network, Inc.	

[Signature Page to Intellectual Property Security Agreement (Supplemental Filings 2017)]

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RECORDED: 05/11/2021

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