

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/09/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AuctionTrac, LLC		
Street Address:	11299 N. Illinois Street		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4163724	AUCTIONTRAC	
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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0287		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	05/09/2022		
Total Attachments: 5			
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PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of May 9, 2022, is made by JPMORGAN CHASE BANK, N.A, as administrative agent (“Agent”) for the Secured Parties in favor of ADESA Lansing, LLC, a Michigan limited liability company, ADESA Ohio, LLC, an Ohio limited liability company, ADESA Phoenix, LLC, a New Jersey limited liability company, ADESA Wisconsin, LLC, a Wisconsin limited liability company, AuctionTrac, LLC, an Indiana limited liability company, and ADESA, Inc., a Delaware corporation, (together the “Grantors”). Capitalized terms used but not defined herein have the respective meanings given to them, directly or by reference, in the IP Security Agreement (as defined below).

WHEREAS, the Grantors are party to an Amended and Restated Guarantee and Collateral Agreement, dated as of March 11, 2014 (as it may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors and the other grantors party thereto executed and delivered that certain Amended and Restated Intellectual Property Security Agreement dated as of March 11, 2014, in favor of the Agent (the “IP Security Agreement”) and the Intellectual Property Security Agreement (Supplemental Filing) dated as of May 10, 2021 in favor of the Agent (the “Supplemental Filing”, together with the IP Security Agreement and the Security Agreement, the “Grantor Agreements”);

WHEREAS, the above referenced IP Security Agreement was recorded with the United States Patent and Trademark Office on April 7, 2014 at Reel/Frame No. 5253/0679 and Reel/Frame No. 5253/0415, and with the United States Copyright Office on April 9, 2014 at Volume 9913 Document 929, and the above Supplemental Filing was recorded with the United States Patent and Trademark Office on May 11, 2021 at Reel/Frame No. 7288/0418 and Reel/Frame 7288/0454;

WHEREAS, pursuant to the Grantor Agreements, the Grantors, together with the other grantors party thereto, granted to the Agent, for the benefit of the Secured Parties, a security interest in (the “Security Interest”) the After-Acquired Intellectual Property;

WHEREAS, the After-Acquired Intellectual Property included all of each Grantor’s right, title or interest in and to the following (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 owned by the applicable respective Grantor, (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, (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 kind whatsoever accruing thereunder or pertaining thereto; and

(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 and application identified in Schedule 1 owned by the applicable respective Grantor, (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 Grantors have requested that the Agent terminate and release its Security Interest in and on the Released IP Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels and releases the Security Interest in the Released IP Collateral, and hereby re-assigns to the Grantors any right, title or interest they may have in or to the Released IP Collateral, as applicable, in each case without recourse to the Agent and without representation or warranty of any kind. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Agent in the Collateral, or any other lien or security interest granted to the Agent pursuant to the Grantor Agreements, or otherwise.

The Grantors (and any successor to any of the Grantors, including any person or entity hereafter holding any right, title or interest in and to the Released IP Collateral listed on Schedule 1) are hereby authorized to record this Release with the United States Patent and Trademark Office and the United States Copyright Office.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.

as Agent

By: 

Name: Brendan Korb

Title: Vice President

[Signature Page to Partial Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 007715 FRAME: 0721

SCHEDULE 1

Trademarks

Trademark	Country	Application No.	Registration No.	Status	Owner	Image if any
MARKET FLASH	US	74081530 25-Jul-1990	1647442 11-Jun-1991	Registered	ADESA Lansing, LLC	
DENTDEMON PAINLESS DENT REMOVAL SPECIALISTS DD & Design	US	75071299 7-Mar-1996	2088839 19-Aug-1997	Registered	ADESA, Inc.	
PULSE	US	76376577 28-Feb- 2002	2663020 17-Dec-2002	Registered	ADESA, Inc.	
WORKING WONDERS	US	77369102 10-Jan- 2008	3517997 14-Oct-2008	Registered	ADESA, Inc.	
ARBITRATIONWATCH	US	77519692 10-Jul- 2008	3825709 27-Jul-2010	Registered	ADESA, Inc.	
IFWATCH	US	77520973 13-Jul- 2008	3825711 27-Jul-2010	Registered	ADESA, Inc.	
PSIWATCH	US	77520975 13-Jul- 2008	3825712 27-Jul-2010	Registered	ADESA, Inc.	
AUCTIONTRAC & Design	US	85411614 31-Aug- 2011	4163724 26-Jun-2012	Registered	AuctionTrac, LLC	

State Trademarks

State	Trademark	Reg. No.	Reg. Date	Owner
Ohio	ADESA QUEEN CITY	1946906	6/30/2010	Adesa Ohio, LLC
Ohio	ADESA CINCINNATI/DAYTON	1451025	3/22/2004	Adesa Ohio, LLC
Ohio	ADESA - CLEVELAND	RN182887	3/4/1994	Adesa Ohio, LLC
Arizona	ADESA PHOENIX VEHICLE TITLE & REGISTRATION	650177	7/28/2016	Adesa Phoenix, LLC
Arizona	CARBUYCO ARIZONA	549377	6/20/2012	Adesa Phoenix, LLC
Arizona	KEY DEMON	543302	3/29/2012	Adesa Phoenix, LLC
Arizona	OPENLANE ARIZONA	539072	2/7/2012	Adesa Phoenix, LLC
Wisconsin	CARBUYCO WISCONSIN	N/A	10/31/2012	Adesa Wisconsin, LLC
Wisconsin	ADESA EASTERN WISCONSIN	N/A	11/24/2010	Adesa Wisconsin, LLC
Wisconsin	ADESA GREATER MILWAUKEE	N/A	9/22/2010	Adesa Wisconsin, LLC
Wisconsin	WISCONSIN AUTO AUCTION	N/A	9/22/2010	Adesa Wisconsin, LLC
Wisconsin	CASCADE MOTORS	N/A		Adesa Wisconsin, LLC

Copyrights

Title	Registration Number	Registration Date	Owner
Pulse : global vehicle remarketing's latest economic indicators.	TX0005557245	3/11/2002	ADESA, Inc.
Pulse : global vehicle remarketing's latest economic indicators.	TX0005549492	3/13/2002	ADESA, Inc.