TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property at R/F 7276/0145

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		03/20/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1839138	INSURANCE AUTO AUCTIONS
Registration Number:	1782221	BIDFAST
Registration Number:	1899150	IAA
Registration Number:	1900846	IAA
Registration Number:	2387323	RUN & DRIVE
Registration Number:	3648506	I-PAY
Registration Number:	3756750	CSATODAY
Registration Number:	3026577	INSURANCE AUTO AUCTIONS
Registration Number:	4008784	ONE CAR ONE DIFFERENCE
Registration Number:	4008788	ONE CAR ONE DIFFERENCE
Registration Number:	5152158	IAA TOTAL LOSS SOLUTIONS
Registration Number:	5152159	IAA INSPECTION SERVICES
Registration Number:	5142786	IAA TITLE SERVICES
Registration Number:	5450202	REC RIDES A POWERSPORT AUCTION
Registration Number:	5450208	REC RIDES A POWERSPORT AUCTION
Registration Number:	5772708	IAA IGNITE AUCTION
Registration Number:	5772709	IAA IGNITE AUCTION
		TDADEMARK

TRADEMARK

REEL: 008024 FRAME: 0947

900758801

Property Type	Number	Word Mark
Registration Number:	6454042	AUCTIONNOW

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: 2129061209

Email: JESS.BAJADA-BARTLETT@LW.COM

Correspondent Name: JESSICA BAJADA-BARTLETT
Address Line 1: 1271 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	045494-0286
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	03/20/2023

Total Attachments: 6

source=IAA Payoff - Termination and Release of IP Security Agreement [Executed](140112769.1)#page1.tif source=IAA Payoff - Termination and Release of IP Security Agreement [Executed](140112769.1)#page2.tif source=IAA Payoff - Termination and Release of IP Security Agreement [Executed](140112769.1)#page3.tif source=IAA Payoff - Termination and Release of IP Security Agreement [Executed](140112769.1)#page4.tif source=IAA Payoff - Termination and Release of IP Security Agreement [Executed](140112769.1)#page5.tif source=IAA Payoff - Termination and Release of IP Security Agreement [Executed](140112769.1)#page6.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "<u>Termination and Release</u>"), dated as of March 20, 2023, is made by **JPMORGAN CHASE BANK, N.A.**, as administrative agent (in such capacity, the "<u>Administrative Agent</u>"), in favor of Decision Dynamics, LLC, a South Carolina limited liability company, Insurance Auto Auctions, Inc., a Illinois corporation, and IAA Holdings, LLC (as successor-by-merger to IAA, Inc.), a Delaware corporation, (each, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"). All capitalized terms used by not otherwise defined herein have the meanings given to them (including by reference) in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantors are party to that certain (i) Guarantee and Collateral Agreement dated as of April 30, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent and (ii) Intellectual Property Security Agreement, dated as of April 30, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), pursuant to which each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the following property to the extent not an Excluded Asset (collectively, the "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 (the "USPTO") pursuant to 15 U.S.C. §1051 Section 1(b), unless and until evidence of use of the mark has been filed with and accepted by 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) 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.

WHEREAS, the Intellectual Property Security Agreement was recorded with the USPTO on April 30, 2021 at (i) Reel 7276, Frame 0145 (with respect to Trademarks listed under Section A of Schedule 1); (ii) Reel 7276, Frame 0183 (with respect to Trademarks listed under Section B of Schedule 1); and (iii) Reel 056095, Frame 0615 (with respect to Patents listed on Schedule 1); and

WHEREAS, the Grantors have requested that the Administrative Agent execute and deliver this Termination and Release to evidence the termination, release and discharge of its security interest in the IP Collateral for recordation at the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby:

- 1. without any representation, warranty or recourse of any kind or nature, terminates the Intellectual Property Security Agreement and irrevocably terminates, releases, cancels and discharges its security interest in the Grantors' right, title and interest in, to and under the IP Collateral;
- 2. authorizes and requests that this Termination and Release be recorded with the USPTO;
- 3. understands and agrees that this Termination and Release may be recorded by or for the Grantors, or its successors or assigns, with the USPTO.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has executed this Termination and Release as of the date first above written.

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Name: Zachary Blane

Title: Vice President

SCHEDULE 1

U.S. COPYRIGHTS

None.

U.S. PATENTS

Patent Name	Application No. / Filing Date	Patent No. / Issue Date	Status	Owner
SYSTEM AND METHOD	15/822,639	10810659		IAA Holdings, LLC (as successor-by-
OF AUCTION	27- Nov-2017	20-Oct-2020	Registered	merger to IAA,
MANAGEMENT	27 1100 2017	20 001 2020		Inc.).
AUTOMATIC DISPATCH	16/076/440	10706592		IAA Holdings, LLC
SYSTEM FOR TOW	16/876,440	10796583	Registered	(as successor-by-
SERVICE PROVIDER	18-May-2020	06-Oct-2020		merger to IAA, Inc.)

U.S. TRADEMARKS

A. Insurance Auto Auctions, Inc.

Trademark Name	Application No. / Filing Date	Registration No. / Registration Date	Status	Owner
BIDFAST	74138657	1782221	Registered	Insurance Auto
BIDFAST	12-Feb-1991	13-Jul-1993	Registered	Auctions, Inc.
CSATODAY	77663395	3756750	Registered	Insurance Auto
CSATODAT	04-Feb-2009	09-Mar-2010	Registered	Auctions, Inc.
IAA	74527163	1900846	Registered	Insurance Auto
IAA	17-May-1994	20-Jun-1995	Registered	Auctions, Inc.
IAA (DESIGN)	74521353	1899150	Dagistand	Insurance Auto
IAA (DESIGN)	05-May-1994	13-Jun-1995	Registered	Auctions, Inc.
IA A ICNUTE ALICTION	87811063	5772708	Dagistanad	Insurance Auto
IAA IGNITE AUCTION	26-Feb-2018	11-Jun-2019	Registered	Auctions, Inc.
IAA IGNITE AUCTION	87811130	5772709	Registered	Insurance Auto
(DESIGN)	26-Feb-2018	11-Jun-2019		Auctions, Inc.
IAA INSPECTION	86793739	5152159	Danistanad	Insurance Auto
SERVICES	20-Oct-2015	28-Feb-2017	Registered	Auctions, Inc.
IAA TITLE CEDALCEC	86793759	5142786	Danistanad	Insurance Auto
IAA TITLE SERVICES	20-Oct-2015	14-Feb-2017	Registered	Auctions, Inc.
IAA TOTAL LOSS	86793718	5152158	Dagistanad	Insurance Auto
SOLUTIONS	20-Oct-2015	28-Feb-2017	Registered	Auctions, Inc.
INSURANCE AUTO	74071215	1839138	Danistana d	Insurance Auto
AUCTIONS	20-Jun-1990	07-Jun-1994	Registered	Auctions, Inc.
INSURANCE AUTO	78330562	3026577	Pagistarad	Insurance Auto
AUCTIONS	20- Nov-2003	13-Dec-2005	Registered	Auctions, Inc.

Trademark Name	Application No. / Filing Date	Registration No. / Registration Date	Status	Owner
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 31-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.
AUCTIONNOW	90318726 13-Nov-2020		Filed	Insurance Auto Auctions, Inc.

B. Decisions Dynamics, LLC

Trademark Name	Application No. / Filing Date	Registration No. / Registration Date	Status	Owner
DDI	90314950 12-Nov-2020		Filed	Decision Dynamics, LLC
DDI AND DESIGN	90314933 12-Nov-2020		Filed	Decision Dynamics, LLC
DDI TECHNOLOGY	87842939 21-Mar-2018	5717521 02-Apr-2019	Registered	Decision Dynamics, LLC
DDI TECHNOLOGY AND DESIGN	90314945 12-Nov-2020		Filed	Decision Dynamics, LLC
DDI TECHNOLOGY PREMIER ETITLELIEN AND DESIGN	90314926 12-Nov-2020		Filed	Decision Dynamics, LLC
DDI TECHNOLOGY PREMIER EVR AND DESIGN	90314940 12-Nov-2020		Filed	Decision Dynamics, LLC
DDI TECHNOLOGY PREMIER SUPPORT AND DESIGN	90314918 12-Nov-2020		Filed	Decision Dynamics, LLC
DDI TECHNOLOGY PREMIER TOTAL- LOSS PAYOFF AND DESIGN	90314938 12-Nov-2020		Filed	Decision Dynamics, LLC
DDI TECHNOLOGY PREMIER TRS AND DESIGN	90314930 12-Nov-2020		Filed	Decision Dynamics, LLC
PREMIER ETITLELIEN	85506211 30-Dec-2011	4394623 03-Sept-2013	Registered	Decisions Dynamics, LLC
PREMIER EVR	90314925 12-Nov-2020		Filed	Decisions Dynamics, LLC
PREMIER OPTICS	90314914 12-Nov-2020		Filed ITU	Decisions Dynamics, LLC

Trademark Name	Application No. / Filing Date	Registration No. / Registration Date	Status	Owner
PREMIER QUICKDOCS	90579966		Filed ITU	Decisions
PREMIER QUICKDOCS	15-Mar-2021		riled II U	Dynamics, LLC
PREMIER SOLUTIONS	90314913		Filed ITU	Decisions
PREMIER SOLUTIONS	12-Nov-2020		riled ITO	Dynamics, LLC
PREMIER TAGS	90314907		Filed ITU	Decisions
PREMIER TAGS	12-Nov-2020		riled II O	Dynamics, LLC
PREMIER TITLE	90314905		Filed ITU	Decisions
MANAGEMENT	12-Nov-2020		riled II U	Dynamics, LLC
PREMIER TRS	90314936		Filed	Decisions
PREMIER IRS	12-Nov-2020			Dynamics, LLC
DELY ON DDI	90314910		Filed ITU	Decisions
RELY ON DDI	12-Nov-2020		Filed II U	Dynamics, LLC
TOTAL-LOSS PAYOFF	90314921		Filed	Decisions
	12-Nov-2020		riied	Dynamics, LLC

RECORDED: 03/20/2023