

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property recorded at R/F 4550/0167		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Agent		06/23/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Automotive Finance Corporation		
Street Address:	11299 North Illinois Street		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3942428	7-14-21	
Registration Number:	2817598	AFC	
Registration Number:	2869461	AFC AUTOMOTIVE FINANCE CORPORATION	
Registration Number:	3923095	AFCDEALER.COM	
Registration Number:	2424598	RAP	
Registration Number:	3925406	BUY & GO	
Registration Number:	3650601	EXPLORE THE POWER	
Registration Number:	3879847	OUR SERVICE WILL FLOOR YOU	
Registration Number:	3771047	READY, SET, FLOOR	
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:	2129061216		
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		

CH \$240.00 3942428

ATTORNEY DOCKET NUMBER:	045494-0287
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	06/26/2023

Total Attachments: 12

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of June 23, 2023, is made by JPMORGAN CHASE BANK, N.A., as administrative agent (the “Agent”) for the Secured Parties in favor of ADESA, INC. a Delaware corporation, AUTOMOTIVE FINANCE CORPORATION, an Indiana corporation. AUTOMOTIVE FINANCE CONSUMER DIVISION, LLC, an Indiana limited liability company, INSURANCE AUTO AUCTIONS, INC., an Illinois corporation (each, a “Grantor”, and collectively, 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 a Guarantee and Collateral Agreement, dated as of May 19, 2011 (as it may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which certain Grantors, as identified on Schedule I executed and delivered in favor of the Agent, that certain Intellectual Property Security Agreement dated as of May 19, 2011, (the “IP Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on May 27, 2011 at Reel/Frame No. 4550/0149 (with respect to trademarks of Automotive Finance Consumer Division, LLC), at Reel/Frame No. 4550/0167 (with respect to trademarks of Automotive Finance Corporation), at Reel/Frame No. 4550/0185 (with respect to trademarks of Insurance Auto Auctions, Inc.), at Reel/Frame No. 4550/0122 (with respect to trademarks of Adesa, Inc.), and at Reel/Frame No. 026357/0161 (with respect to patents of Insurance Auto Auctions, Inc.), and which was recorded in the United States Copyright Office (“USCO”) on June 20, 2011 at Volume 3604, Doc. No. 672;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following property then owned or at any time thereafter acquired by such Grantor or in which such Grantor had or at any time in the future may have acquired any right, title or interest (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 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 on Schedule I and owned by such 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, including, each issued patent and patent application identified on Schedule I and owned by such Grantor, (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;

(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 on Schedule I owned by such 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;

WHEREAS, the Grantors have requested that the Agent terminate and release its Security Interest in all of the remaining IP Collateral (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 (i) terminates and cancels the IP Security Agreement, (ii) terminates, cancels, discharges and releases its Security Interest in the Released IP Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in or to the Released IP Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released IP Collateral of such Grantor) is hereby authorized to record this Release with the USPTO and the USCO, as applicable.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[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: Richard Barritt
Title: Executive Director


SCHEDULE I




U.S. TRADEMARKS

Owner: Adesa, Inc.

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1.	A 	78590498 3/18/2005	3070822 3/21/2006	REGISTERED
2.	ADESA 	76191933 1/8/2001	2504409 11/6/2001	REGISTERED
3.	ADESA	74238020 1/6/1992	1783137 7/20/1993	REGISTERED
4.	ADESA CUSTOMER CONNECTION 	85171232 11/8/2010	---	PENDING
5.	ADESA INC. 	7859041 3/18/2005	3144560 9/19/2006	REGISTERED
6.	ADESA INC. 	78590375 3/18/2005	3138256 9/5/2006	REGISTERED
7.	ADESA MARKET GUIDE	76499175 3/11/2003	2804621 1/13/2004	REGISTERED

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
8.	ADESA RUN LIST	76543772 9/9/2003	2930226 3/8/2005	REGISTERED
9.	ARBITRATIONWATCH ARBITRATIONWATCH	77519692 7/10/2008	3825709 7/27/2010	REGISTERED
10.	AUTOVIN AUTOVIN	77126546 3/9/2007	3343249 11/27/2007	REGISTERED
11.	DEALERBLOCK DEALERBLOCK	77348549 12/10/2007	3457907 7/1/2008	REGISTERED
12.	DESIGN ONLY 	85013133 4/13/2010	3882908 11/30/2010	REGISTERED
13.	DESIGN ONLY 	77732517 5/8/2009	3782617 4/27/2010	REGISTERED
14.	DESIGN ONLY 	76191940 1/8/2001	2504410 11/6/2001	REGISTERED
15.	DRIVEN BY VALUES	78570960 2/18/2005	3057695 2/7/2006	REGISTERED

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
16.	IFWATCH IFWATCH	77520973 7/13/2008	3825711 7/27/2010	REGISTERED
17.	LAI LAI	77679104 2/26/2009	3874188 11/9/2010	REGISTERED
18.	LAI LIVEBLOCK AUCTIONS INTERNATIONAL  LIVEBLOCK AUCTIONS INTERNATIONAL	77679245 2/26/2009	3874190 11/9/2010	REGISTERED
19.	LANEWATCH LANEWATCH	77519686 7/10/2008	3930379 3/15/2011	REGISTERED
20.	LEASECHECK LEASECHECK	77126624 3/9/2007	3404417 4/1/2008	REGISTERED
21.	LIVEBLOCK LIVEBLOCK	77679248 2/26/2009	3760098 3/16/2010	REGISTERED
22.	LIVEBLOCK AUCTIONS INTERNATIONAL LIVEBLOCK AUCTIONS INTERNATIONAL	77679240 9/26/2009	3874189 11/9/2010	REGISTERED
23.	LOTCHECK LOTCHECK	77126696 3/9/2007	3343254 11/27/2007	REGISTERED

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
24.	LVX 	85203019 12/21/2010	---	PENDING
25.	LVX	85203015 12/21/2010	---	PENDING
26.	PAR	75088906 4/16/1996	2151277 4/14/1998	REGISTERED
27.	PAR NORTH AMERICA VEHICLE TRANSITION SERVICES 	76190675 1/8/2001	2630448 10/8/2002	REGISTERED
28.	PAR NORTH AMERICA VEHICLE TRANSITION SERVICES AN ADESA INC. COMPANY PLATINUM PLUS CERTIFIED 	77616295 11/18/2009	3775755 4/13/2010	REGISTERED
29.	PARTNERS IN SUCCESS PARTNERS IN SUCCESS	77026738 10/23/2006	3333414 11/13/2007	REGISTERED
30.	PLUS PLUS	85013137 4/13/2010	3882909 11/30/2010	REGISTERED
31.	PSIWATCH PSIWATCH	77520975 7/13/2008	3825712 7/27/2010	REGISTERED
32.	PULSE	76376577 2/28/2002	2663020 12/17/2002	REGISTERED


	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
33.	SITECHECK SITECHECK	77127917 3/11/2007	3429575 5/20/2008	REGISTERED
34.	WORKING WONDERS WORKING WONDERS	77369102 1/10/2008	3517997 10/14/2008	REGISTERED

Owner: Automotive Finance Corporation


	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1.	7-14-21 7-14-21	85082830 7/12/2010	3942428 4/5/2011	REGISTERED
2.	AFC	78250161 5/15/2003	2817598 2/24/2004	REGISTERED
3.	AFC AUTOMOTIVE FINANCE CORPORATION	78250155 5/15/2003	2869461 8/3/2004	REGISTERED
4.	APCDEALER.COM APCDEALER.COM	85082835 7/12/2010	3923095 2/22/2011	REGISTERED
5.	RAP	75710986 5/21/1999	2424598 1/30/2001	REGISTERED


	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
6.	BUY & GO BUY & GO	85082821 7/12/2010	3925406 3/1/2011	REGISTERED
7.	EXPLORE THE POWER	77635062 12/17/2008	3650601 7/7/2009	REGISTERED
8.	OUR SERVICE WILL FLOOR YOU OUR SERVICE WILL FLOOR YOU	85013033 4/13/2010	3879847 11/23/2010	REGISTERED
9.	READY, SET, FLOOR	77810201 8/21/2009	3771047 4/6/2010	REGISTERED

Owner: Automotive Finance Consumer Division, LLC

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1.	AFCD	77355964 12/19/2007	3549221 12/23/2008	REGISTERED
2.	A NEW HORIZON AFCD AUTOMOTIVE FINANCE CONSUMER DIVISION 	77355950 12/19/2007	3549220 12/23/2008	REGISTERED

Owner: Insurance Auto Auctions, Inc.

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1.	BIDFAST	74138657 2/12/1991	1782221 7/13/1993	REGISTERED RENEWED
2.	CSATODAY	77663395 2/4/2009	3756750 3/9/2010	REGISTERED
3.	FASTTOW	74138655 2/12/1991	1783610 7/20/1993	REGISTERED RENEWED
4.	FASTTRACK	74138653 2/12/1991	1788966 8/17/1993	REGISTERED RENEWED
5.	IAA	74527163 5/17/1994	1900846 6/20/1995	REGISTERED RENEWED
6.	IAA 	74521353 5/5/1994	1899150 6/13/1995	REGISTERED RENEWED
7.	I-BID LIVE	77663407 2/4/2009	---	PENDING
8.	INSURANCE AUTO AUCTIONS	74071215 6/20/1990	1839138 6/7/1994	REGISTERED RENEWED
9.	INSURANCE AUTO AUCTIONS, INC.	78330562 11/20/2003	3026577 12/13/2005	REGISTERED
10.	I-PAY	77441894 4/7/2008	3648506 6/30/2009	REGISTERED

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
11.	ONE CAR ONE DIFFERENCE 	85169939 11/5/2010	---	PENDING
12.	ONE CAR ONE DIFFERENCE	85168876 11/4/2010	---	PENDING
13.	RUN & DRIVE	75679685 4/9/1999	2387323 9/19/2000	REGISTERED RENEWED
14.	SUREPAY	74138658 2/12/1991	1794418 9/21/1993	REGISTERED RENEWED

U.S. PATENTS

	Patent Title	Application Number Application Date	Registration Number Registration Date	Status
1.	METHOD AND APPARATUS FOR ESTIMATING VALUE OF A DAMAGED VEHICLE	61/356,273 6/18/2010	---	PENDING
2.	METHOD AND APPARATUS OF ESTIMATING VALUE OF A DAMAGED VEHICLE	61/357,718 6/23/2010	---	PENDING

U.S. COPYRIGHTS

Owner: ADESA, Inc.

	Title	Reg. No.	Reg. Date
1.	Pulse : global vehicle remarketing's latest economic indicators.	TX0005557245	3/11/2002
2.	Pulse : global vehicle remarketing's latest economic indicators.	TX0005549492	3/13/2002

Owner: Automotive Finance Corporation

	Title	Reg. No.	Reg. Date
1.	Micro 21 : version 4.2.14.0.	TX0005892962	3/4/2004