

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Autoniq, LLC		03/09/2016	Limited Liability Company: VIRGINIA
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 Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4502642	AUTONIQ	
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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
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:	03/10/2016		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING), dated as of March 9, 2016 (as amended, supplemented or otherwise modified from time to time, the “Supplemental Intellectual Property Security Agreement”), is made by each of the parties signatory hereto (collectively, the “Grantors”) 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.

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 (the “First Amendment Agreement”) and as amended, supplemented, 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 sole lead arranger, and Barclays Bank PLC, Fifth Third Bank, Goldman Sachs Lending Partners LLC, U.S. Bank National Association and Credit Suisse Securities (USA) LLC, as joint bookrunners, the Administrative Agent and other parties from time to time signatory thereto.

A. 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.

B. Pursuant to the Guarantee and Collateral Agreement, certain of the Grantors entered into that certain 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.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, the After-Acquired Intellectual Property (defined below) of the 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, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants 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 now owned or at any time hereafter acquired by such Grantor or in which such 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 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 such 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, 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. Each 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), 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 pages follow)

IN WITNESS WHEREOF, each of the Grantors have 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.

KAR AUCTION SERVICES, INC.


By: 
Name: Eric M. Loughmiller
Title: Executive Vice President and
Chief Financial Officer

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

TRADEMARK
REEL: 005748 FRAME: 0924

IN WITNESS WHEREOF, each of the Grantors have 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.

INSURANCE AUTO AUCTIONS, INC.

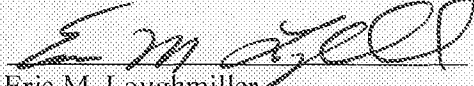
By: 
Name: Eric M. Loughmiller
Title: Authorized Signatory Officer

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

TRADEMARK
REEL: 005748 FRAME: 0925

IN WITNESS WHEREOF, each of the Grantors have 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.

OPENLANE, INC.


By: 
Name: Eric M. Loughmiller
Title: Executive Vice President and
Chief Financial Officer

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

TRADEMARK
REEL: 005748 FRAME: 0926

IN WITNESS WHEREOF, each of the Grantors have 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.


MOBILETRAC LLC

By: 
Name: Eric M. Loughmiller
Title: Executive Vice President and
Chief Financial Officer

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

IN WITNESS WHEREOF, each of the Grantors have 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.

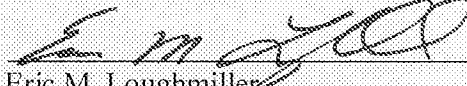
HIGH TECH NATIONAL, LLC

By: 
Name: Eric M. Loughmiller
Title: Executive Vice President and
Chief Financial Officer

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

IN WITNESS WHEREOF, each of the Grantors have 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.

AUTONIQ, LLC

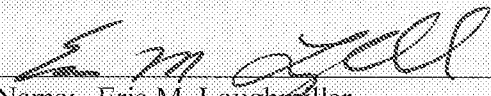
By: 
Name: Eric M. Loughmiller
Title: Executive Vice President and
Chief Financial Officer

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

TRADEMARK
REEL: 005748 FRAME: 0929

IN WITNESS WHEREOF, each of the Grantors have 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.

AUTOMOTIVE FINANCE CORPORATION

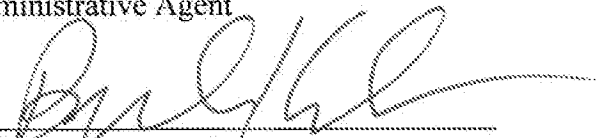
By: 
Name: Eric M. Loughmiller
Title: Executive Vice President

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

TRADEMARK
REEL: 005748 FRAME: 0930




Accepted and Agreed:

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

By: 
Name: Brendan Korb
Title: Vice President

SCHEDULE 1

Trademarks

<u>Trademark/Image</u>	<u>Application No./Registration No.</u>	<u>Application/Registration Date</u>	<u>Owner</u>
DRIVEN BY SAFETY	86647115	6/1/2015	KAR Auction Services, Inc.
S SAFETY 	86716854	8/6/2015	KAR Auction Services, Inc.
S SAFETY 	86714608	8/4/2015	KAR Auction Services, Inc.
SAFE T. SAM	86714606	8/4/2015	KAR Auction Services, Inc.
VENDOR VISION	86355053	8/1/2014	Openlane, Inc.
VENDORVISION	86355080	8/1/2014	Openlane, Inc.
INSTAVIN	4100601 (registered)	2/21/2012 (registered)	MobileTrac LLC
HIGH TECH LOCKSMITHS 	3089526 (registered)	5/9/2006 (registered)	High Tech National, LLC
AUTONIQ	4502642 (registered)	3/25/2014 (registered)	Autoniq, LLC

Patents

<u>Patent Title</u>	<u>Application No.</u> <u>Application Date</u>	<u>Patent No.</u> <u>Grant Date</u>	<u>Status</u>	<u>Record Owner</u>
Parts Exchange Method and Apparatus	14519935 10/21/2014	---	Pending	Insurance Auto Auctions, Inc.
Searching Multiple Data Sources	13963405 8/9/2013	---	Pending	Openlane, Inc.
System and Methods for Vehicle Lifecycle Management	14286049 5/23/2014	---	Pending	Openlane, Inc.
Systems and Methods for Vehicle Lifecycle Management	11685120 3/12/2007	8738472 5/27/2014	Registered	Openlane, Inc.

Copyrights

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Micro 21: version 4.2.14.0.	TX0005892962	3/4/2004	Automotive Finance Corporation