

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CarCo Technolgies, Inc.		05/31/2017	Corporation: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	5068239	DRIVIN	
Registration Number:	5068241	DRIVIN INSIGHTS	
Registration Number:	5068252		
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:	212-906-1216		
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:	06/12/2017		
Total Attachments: 18			

CH \$90.00 5068239

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SUPPLEMENTAL FILING)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING), dated as of May 31, 2017 (as amended, supplemented or otherwise modified from time to time, the “Supplemental Intellectual Property Security Agreement”), is made by the 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.

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

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.

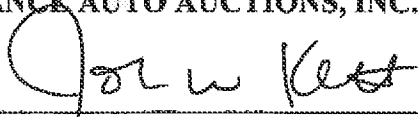
SECTION 4. Governing Law. This Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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 page follows)

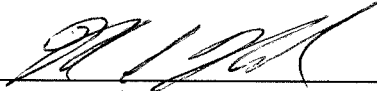
IN WITNESS WHEREOF, each of the Grantors have caused this Supplemental Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INSURANCE AUTO AUCTIONS, INC.

By: 
Name: John W. Kett
Title: President and Chief Executive Officer

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: Mark R. Nelson
Title: Vice President of Legal & Secretary

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.

CARCO TECHNOLOGIES, INC.

By: Rebecca Polak

Name: Rebecca C. Polak

Title: Executive Vice President and Secretary

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: Rebecca Polak

Name: Rebecca C. Polak

Title: Executive Vice President and Secretary

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.

PREFERRED WARRANTIES, INC.

By: Rebecca Polak
Name: Rebecca C. Polak
Title: Executive Vice President & Assistant Secretary

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.

ADESA, INC.

By: Rebecca Polak
Name: Rebecca C. Polak
Title: Executive Vice President and Secretary

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.

AUTOVIN, INC.

By: Rebecca Polak
Name: Rebecca C. Polak
Title: Executive Vice President

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

TRADEMARK
REEL: 006081 FRAME: 0710

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: Rebecca Polak
Name: Rebecca C. Polak
Title: Executive Vice President & Secretary

{Signature Page to Intellectual Property Security Agreement (Supplemental Filings 2017)}

TRADEMARK
REEL: 006081 FRAME: 0711

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: Rebecca Polak

Name: Rebecca C. Polak

Title: Executive Vice President,
General Counsel and Secretary

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

TRADEMARK
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Accepted and Agreed:



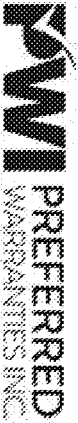

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Brendan Korb
Title: Vice President

SCHEDULE 1
Trademarks

<u>Trademark/Image</u>	<u>Application No./Registration No.</u>	<u>Application Date/Registration No.</u>	<u>Status</u>	<u>Owner</u>
AUTOVIN AN ADESA COMPANY 	86954873 3/28/2016	5081401 11/15/2016	Registered	ADESA, INC.
AUTOVIN 	86954812 3/28/2016	5072980 11/1/2016	Registered	ADESA, INC.
IAA INSPECTION SERVICES	86793739 10/20/2015	5152159 2/28/2017	Registered	Insurance Auto Auctions, Inc.
IAA TITLE SERVICES	86793759 10/20/2015	5142786 2/14/2017	Registered	Insurance Auto Auctions, Inc.
IAA TOTAL LOSS SOLUTIONS	86793718 10/20/2015	5152158 2/28/2017	Registered	Insurance Auto Auctions, Inc.
AFC	87125494	5160515	Registered	Automotive Finance

	8/3/2016	3/14/2017		Corporation
<p>PWI</p> 	86623402 5/8/2015	5023588 8/16/2016	Registered	Preferred Warranties, Inc.
<p>PWI PREFERRED WARRANTIES INC.</p> 	86623442 5/8/2015	---	Pending	Preferred Warranties, Inc.
<p>DRIVIN</p>	5,068,239	October 25, 2016	Registered	CarCo Technologies, Inc.
<p>DRIVIN INSIGHTS</p>	5,068,241	October 25, 2016	Registered	CarCo Technologies, Inc.
	5,068,252	October 25, 2016	Registered	CarCo Technologies, Inc.

Patents

Patent Title	Application No. Application Date	Patent No. Grant Date	Status	Record Owner
SEARCHING MULTIPLE DATA SOURCES	13963405 8/9/2013	9454585 9/27/2016	Issued	Openlane, Inc.
SEARCHING MULTIPLE DATA SOURCES	15274291 9/23/2016	---	Pending	Openlane, Inc.
SYSTEMS AND METHODS FOR SYSTEM LOGIN AND SINGLE SIGN-ON	14941207 11/13/2015	---	Pending	Openlane, Inc.
THIRD-PARTY INSPECTION OF VEHICLES IN AN ELECTRONIC MARKET PLACE SYSTEM	14679502 4/6/2015	---	Pending	Openlane, Inc.
WHOLESALE VIRTUAL INVENTORY AND RETAIL LEAD GENERATION	14679474 4/6/2015	---	Pending	Openlane, Inc.
VEHICLE CO- LISTING SYSTEMS AND METHODS	13/588,785 8/17/2012	---	Pending	Openlane, Inc.

APPARATUS AND METHODS FOR EFFICIENT DELIVERY OF ITEM INFORMATION	14/825,582 8/13/2015	---	Pending	MobileTrac, LLC
METHOD AND APPARATUS FOR PRE-POPULATING DATA FIELDS IN A GRAPHICAL USER INTERFACE	15/255,836 9/2/2016	---	Pending	Openlane, Inc.
METHOD AND SYSTEM FOR FACILITATING PURCHASE OF VEHICLES BY BUYERS AND/OR SALE OF VEHICLES BY SELLERS	15/465,482	---	Pending	CarCo Technologies, Inc.
SYSTEM AND METHOD FOR DETERMINING BEST VENUE FOR SELLING A VEHICLE	15/365,218	---	Pending	KAR Auction Services, Inc.
SYSTEM AND METHOD OF AUCTION MANAGEMENT	62/426,826	---	Pending	KAR Auction Services, Inc.

Copyrights

Vehicle Inspection Program	TX7002151	January 20, 2009	Inviso Inspections, Inc. ¹	Registered
Vehicle Inspection Program	TX0006701646	January 4, 2010	Inviso Inspections, Inc. ²	Registered

¹ Acquisition from Inviso Inspections, Inc.; assignment pending to Auto VIN, Inc..

² Acquisition from Inviso Inspections, Inc.; assignment pending to Auto VIN, Inc..