

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447029

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flint Auto Auction, Inc.		11/15/2016	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ADESA Lansing, L.L.C.		
<b>Street Address:</b>	13085 Hamilton Crossing Blvd.		
<b>Internal Address:</b>	c/o ADESA, Inc.		
<b>City:</b>	Carmel		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46032		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3943809	SERVING THE AUTOMOTIVE INDUSTRY WITH INT	
<b>Registration Number:</b>	3549135	FLINT AUTO AUCTION	
<b>Registration Number:</b>	1647442	MARKET FLASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>			
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Winston & Strawn LLP, Becky L. Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	011329.00081		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	10/12/2017		
<b>Total Attachments: 5</b>			
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## Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is duly made, executed and delivered effective as of November 15, 2016 (the "Effective Date"), by and between Flint Auto Auction, Inc., a Michigan corporation ("FAA"), Priority Reconditioning Services, L.L.C., a Michigan limited liability company ("Priority"), Inviso, LLC, a Michigan limited liability company ("Inviso"), iManagement, Inc., a Michigan corporation ("iManagement" and, together with FAA, Priority and Inviso, each a Seller and collectively the "Sellers"), and ADESA Lansing, L.L.C., a Michigan limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated November 15, 2016 (as amended or otherwise modified from time to time, the "Purchase Agreement"), by and among Sellers, Assignee, and the other parties thereto.

WHEREAS, pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Sellers desire to sell, convey, transfer, deliver and assign to Assignee certain Intellectual Property used in, held for use in, or related to the conduct of, the Business by Sellers and all goodwill associated therewith; and

WHEREAS, except for Intellectual Property that is an Excluded Asset, each Seller is willing to assign all their rights in and to all Intellectual Property used in, held for use in, or related to the conduct of, the Business by such Seller on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sellers and Assignee agree as follows:

1. Assignment. Effective as of the Effective Date, except for the Excluded Assets, each Seller hereby irrevocably sells, transfers, assigns, sets over and conveys to Assignee, its successors and assigns, in perpetuity, all of such Seller's worldwide right, title and interest in and to all Intellectual Property owned by such Seller or used or held for use by such Seller in connection with, or that is related to, the Business as of or at any time prior to the Effective Date, including without limitation, all worldwide: (a) utility patents, utility model patents, design patents and industrial designs, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing; (b) trademarks, service marks, certification marks, trade dress, trade names and logos, domain names, social media accounts, all registrations and applications for any of the foregoing, renewals and extensions thereof and all goodwill associated with any of the foregoing; (c) copyrights, including designs, software and databases, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing; (d) trade secrets and proprietary and confidential information, including inventions, invention disclosures, processes and know-how, discoveries, improvements, algorithms, software (in object code and source code form), databases, data collections, data, designs, drawings, methods, processes, manufacturing techniques, customer lists, vendor lists, financial information, and other similar information; (e) all other similar rights of any kind or nature and all embodiments thereof, of the Business; and (g) all goodwill associated with any of the foregoing, including any goodwill associated with any customer or vendor (collectively, the

“Assigned IP”). The Assigned IP includes, without limitation, the Intellectual Property identified in Exhibit A. This assignment includes, without limitation, all rights (i) to reproduce, distribute, broadcast, synchronize, publicly display, publicly perform, adapt, and prepare derivative works based on the Assigned IP and to make, have made, use, market, offer for sale, sell, import, or otherwise make use of or commercially exploit the Assigned IP and any product or service based on or incorporating any portion of the Assigned IP (including all editions, revisions, supplements to, and versions of the Assigned IP, regardless of nature or state of development) throughout the world in any form or medium and (ii) to license or otherwise transfer to others the rights commensurate herewith in connection with the Assigned IP for the entire term of any copyright or other intellectual property right therein. Each Seller further hereby sells, transfers, assigns, sets over and conveys to Assignee, its successors and assigns, all of such Seller’s right to file patent, copyright, trademark, domain name and social media applications in the United States and throughout the world for the Assigned IP in the name of Assignee, its successors and assigns. Each Seller further hereby sells, transfers, assigns, sets over and conveys to Assignee, and Assignee’s successors and assigns, all proceeds to infringement suits and suits for other violations of the Assigned IP, the right to sue for past, present and future infringements and other violations of, and all rights corresponding thereto throughout the world for, the Assigned IP.

2. Further Assurances. Each Seller shall provide the Assignee, its successors and assigns with all such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1 above, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Each Seller acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and such Seller shall reasonably cooperate therewith. Each Seller will do all things reasonably necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Assigned IP, including as applicable, placing each of the domain names in “unlocked” status and providing to Assignee the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor’s right, title and interest in the domain names to Assignee and for Assignee to manage the domain names, including all account information, user names, passwords and other credentials relating to the domain names. Each Seller shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by the Assignee in writing.

3. Conflict with Purchase Agreement. This Assignment Agreement is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement (including the Schedules thereto). To the extent of any conflict between the terms and conditions of this Assignment Agreement and the terms and conditions of the Purchase Agreement (including the Schedules thereto), the terms and conditions of the Purchase Agreement (including the Schedules thereto) shall govern, supersede and prevail.

4. Amendment and Waiver. Except as contemplated by Section 6 (Severability), this Assignment Agreement may be amended, and any provision of this Assignment Agreement may be waived, only if such amendment or waiver is set forth in a writing executed by the Sellers’ Representative and the Assignee. No course of dealing between or among any Persons having any interest in this Assignment Agreement will be deemed effective to modify, amend or discharge

any part of this Assignment Agreement or any rights or obligations of any Person under or by reason of this Assignment Agreement. No waiver of any of the provisions of this Assignment Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure to exercise or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. Counterparts. This Assignment Agreement and the Related Documents may be executed in one or more counterparts (including by means of signature pages delivered by a facsimile machine or electronic mail), all of which taken together shall constitute one and the same instrument.

6. Severability. Whenever possible, each provision of this Assignment Agreement and the Related Documents will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision hereof or thereof is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment Agreement or the Related Document, unless such a construction would be unreasonable.

7. Governing Law. **This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to such jurisdiction's conflict of laws principles.**

8. Entire Agreement. This Assignment Agreement together with its Exhibit A, the Purchase Agreement, the other Transaction Documents, and the Schedules and Annex thereto contain the entire agreement and understanding among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way (including the Letter of Intent, which shall be deemed terminated and of no further force or effect).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

FLINT AUTO AUCTION, INC.

By William B. Williams  
Name: William B. Williams  
Title: President

PRIORITY RECONDITIONING SERVICES,  
L.L.C.

By William B. Williams  
Name: William B. Williams  
Title: President

INVISIO, LLC

By William B. Williams  
Name: William B. Williams  
Title: President

IMANAGEMENT, INC.

By William B. Williams  
Name: William B. Williams  
Title: President

ADESA LANSING, L.L.C.

By Heather Greenawald  
Name: Heather Greenawald  
Title: Vice President & Secretary

**Exhibit A**

**Intellectual Property**

Registered Trademarks and Trademark Applications:

<b>Mark</b>	<b>Source/Status</b>	<b>App. Date/ No. Reg. Date/No.</b>	<b>Owner</b>
SERVING THE AUTOMOTIVE INDUSTRY WITH INTEGRITY SINCE 1953	USPTO Registered	<b>App</b> 09-AUG-2010 <b>App</b> 85102962 <b>Reg</b> 12-APR-2011 <b>Reg</b> 3943809	FLINT AUTO AUCTION, INC.
FLINT AUTO AUCTION	USPTO Registered Section 2(F)	<b>App</b> 09-NOV-2007 <b>App</b> 77326172 <b>Reg</b> 23-DEC-2008 <b>Reg</b> 3549135	FLINT AUTO AUCTION, INC.
MARKET FLASH	USPTO Renewed (Registered)	<b>App</b> 25-JUL-1990 <b>App</b> 74081530 <b>Reg</b> 11-JUN-1991 <b>Reg</b> 1647442	FLINT AUTO AUCTION, INC.
FLINT AUTO AUCTION	State Registered (MI)	<b>Reg</b> 21-NOV-2007 <b>Reg</b> M07835	FLINT AUTO AUCTION, INC.

Unregistered Trademarks

