

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541576

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement - Supplemental Filing | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| STRATIM Systems Incorporated | FORMERLY Zirx Technologies, Inc. | 09/18/2019 | 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 Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4759066 | NEVER PARK AGAIN | |
| Registration Number: | 5129659 | OOLLOOA | |
| Registration Number: | 5129700 | OOLLOOA WORK PROCESSING NETWORK | |
| Registration Number: | 4759067 | PARKING SUCKS | |
| Registration Number: | 4930451 | SMART PARKING | |
| Registration Number: | 5330887 | STRATIM | |
| Registration Number: | 4759068 | Z | |
| Registration Number: | 4751117 | ZIRX | |
| 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 4: | New York, NEW YORK 60603 | | |
| ATTORNEY DOCKET NUMBER: | 045494-0287 | | |

CH \$215.00 4759066

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|---|---------------------|
| NAME OF SUBMITTER: | Angela M. Amaru |
| SIGNATURE: | /s/ Angela M. Amaru |
| DATE SIGNED: | 09/19/2019 |
| Total Attachments: 6 source=KAR-Supplemental_IP_Security_Agreement_(Sept_2019)_(Executed)#page1.tif source=KAR-Supplemental_IP_Security_Agreement_(Sept_2019)_(Executed)#page2.tif source=KAR-Supplemental_IP_Security_Agreement_(Sept_2019)_(Executed)#page3.tif source=KAR-Supplemental_IP_Security_Agreement_(Sept_2019)_(Executed)#page4.tif source=KAR-Supplemental_IP_Security_Agreement_(Sept_2019)_(Executed)#page5.tif source=KAR-Supplemental_IP_Security_Agreement_(Sept_2019)_(Executed)#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING), dated as of September 18, 2019 (as amended, supplemented or otherwise modified from time to time, the “Supplemental Intellectual Property Security Agreement”), is made by STRATIM Systems Incorporated, a Delaware corporation (the “Additional Grantor”), 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 31, 2017 and as further amended, supplemented or 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 Administrative Agent, and other parties from time to time signatory thereto.

B. 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.

C. Pursuant to the Guarantee and Collateral Agreement, certain of the Grantors entered into that certain (i) 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, (ii) Intellectual Property Security Agreement (Supplemental Filing), dated March 9, 2016, which was recorded with the United States Patent and Trademark Office on March 10, 2016 for trademarks at Reel/Frame No. 5748/0798, Reel/Frame No. 5748/0813, Reel/Frame No. 5748/0828, Reel/Frame No. 5748/0901 and Reel/Frame No. 5748/0919, and for patents at Reel/Frame No. 038056/0371 and Reel/Frame No. 038056/0461 and which was filed with the United States Copyright Office on March 17, 2016, (iii) Intellectual Property Security Agreement (Supplemental Filing), dated May 31, 2017, which was recorded with the United States Patent and Trademark Office on June 12, 2017 for trademarks at Reel/Frame No. 6081/0645, Reel/Frame No. 6081/0719, Reel/Frame No. 6081/0699, Reel/Frame No. 6081/0755, Reel/Frame No. 6081/0676 and for patents at Reel/Frame No. 042671/0628, at Reel/Frame No.

042671/0675, Reel/Frame No. 042671/0733, Reel/Frame 042671/0767 and which was recorded with the United States Copyright Office on June 14, 2017 at Volume 9947 Document 979.

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

SECTION 1. Grant of Security. The Additional Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Additional Grantor's right, title and interest in and to all of the following property now owned or at any time hereafter acquired by the Additional Grantor or in which the Additional 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 the Additional 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 the Additional 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, (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. The Additional 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 (including "pdf")), 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, the Additional Grantor has 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.

STRATIM SYSTEMS INCORPORATED

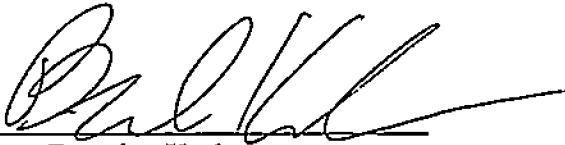
By: 

Name: Charles S. Coleman

Title: Executive Vice President and Secretary

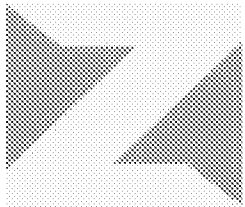
Accepted and Agreed:

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

By: 
Name: Brendan Korb
Title: Vice President

SCHEDULE 1

Trademarks

| Trademark | Country | Application No. Application Date | Registration No. Registration Date | Status | Owner | Image |
|---------------------------------|---------|-------------------------------------|---------------------------------------|------------|------------------------------|---|
| NEVER PARK AGAIN | US | 86390162 09-Sep-2014 | 4759066 23-Jun-2015 | Registered | STRATIM Systems Incorporated | |
| OOLLOOA | US | 86600558 16-Apr-2015 | 5129659 24-Jan-2017 | Registered | STRATIM Systems Incorporated | |
| OOLLOOA WORK PROCESSING NETWORK | US | 86615370 30-Apr-2015 | 5129700 24-Jan-2017 | Registered | STRATIM Systems Incorporated | |
| PARKING SUCKS | US | 86390168 09-Sep-2014 | 4759067 23-Jun-2015 | Registered | STRATIM Systems Incorporated | |
| SMART PARKING | US | 86530890 10-Feb-2015 | 4930451 05-Apr-2016 | Registered | STRATIM Systems Incorporated | |
| STRATIM | US | 87145143 19-Aug-2016 | 5330887 07-Nov-2017 | Registered | STRATIM Systems Incorporated | |
| Z (DESIGN) | US | 86390176 10-Sep-2014 | 4759068 23-Jun-2015 | Registered | STRATIM Systems Incorporated |  |
| ZIRX | US | 86390153 09-Sep-2014 | 4751117 09-Jun-2015 | Registered | STRATIM Systems Incorporated | |

Patents

None.

Copyrights

None.