

08-27-2004

DEPARTMENT OF COMMERCE
3. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼

102823489

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CCC Information Services Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 20, 2004

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston, as Collateral Agent

Internal Address: _____

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

see attached

B. Patent No.(s) _____

see attached

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: ☒ 57. Total fee (37 CFR 3.41).....\$200⁰⁰☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Andrea Conis

Name of Person Signing

Andrea Conis

Signature

8/24/2004

Date

Total number of pages including cover sheet, attachments, and documents: ☐ 1Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/27/2004 JJALLAH2 00000011 5432904

01 FC:8021

200.00 0P

PATENT
REEL: 015732 FRAME: 0669

PATENTS OWNED BY CCC INFORMATION SERVICES INC.

U.S. Patent Registrations

<u>Patent Numbers</u>	<u>Issue Date</u>
5432904	07/11/95
5504674	04/02/96
5950169	09/07/99

U.S. Patent Applications

<u>Patent Application No.</u>	<u>Application Date</u>
10/463,795	6/13/03 with priority date of 8/5/98
10/858,149	6/1/04

PATENT SECURITY AGREEMENT, dated as of August 20, 2004, among CCC INFORMATION SERVICES GROUP INC. ("*Holdings*"), CCC INFORMATION SERVICES INC. (the "*Borrower*"), the subsidiaries of the Borrower listed on Schedule I hereto and CREDIT SUISSE FIRST BOSTON ("*CSFB*"), as Collateral Agent (the "*Collateral Agent*").

Reference is made to the Guarantee and Collateral Agreement dated as of August 20, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among Holdings, the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of August 20, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and CSFB, as administrative agent (in such capacity, the "*Administrative Agent*") and as Collateral Agent for the Lenders. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the "*Patent Collateral*"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule II (the "*Patents*"); and

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents,

including the right to make, use and/or sell the inventions disclosed or claimed in the Patents.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

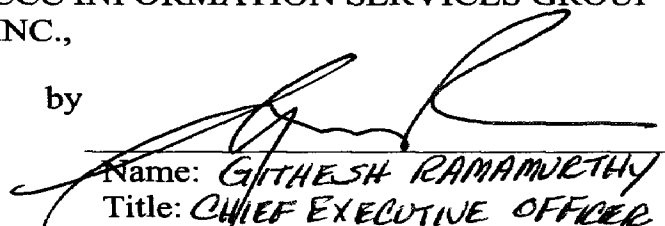
SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. *Applicable Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

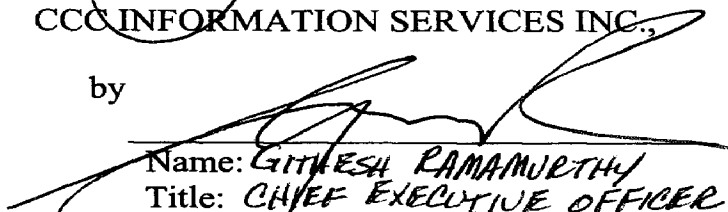
CCC INFORMATION SERVICES GROUP
INC.,

by


Name: GITHESH RAMAMURTHY
Title: CHIEF EXECUTIVE OFFICER


CCC INFORMATION SERVICES INC.,

by


Name: GITHESH RAMAMURTHY
Title: CHIEF EXECUTIVE OFFICER

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by


Name: GITHESH RAMAMURTHY
Title: CHIEF EXECUTIVE OFFICER

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands branch, as
Collateral Agent,

by

Name:

Title:

by

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CCC INFORMATION SERVICES GROUP
INC.,

by

Name:

Title:

CCC INFORMATION SERVICES INC.,

by

Name:

Title:

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name:

Title:

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands branch, as
Collateral Agent,

by

Name:

Title:

MARK E. GLEASON
DIRECTOR

by

Name:

Title:

JOSHUA PARRISH
ASSOCIATE

Schedule I

Subsidiary Guarantors

CCC Consumer Services Inc.

CCC Consumer Services Southeast Inc.

CCC Partsco Holdings, Inc.

Schedule II

PATENTS OWNED BY CCC INFORMATION SERVICES INC.

U.S. Patent Registrations

<u>Patent Numbers</u>	<u>Issue Date</u>
5432904	07/11/95
5504674	04/02/96
5950169	09/07/99

U.S. Patent Applications

<u>Patent Application No.</u>	<u>Application Date</u>
10/463,795	6/13/03 with priority date of 8/5/98
10/858,149	6/1/04