

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT3767689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AUDATEX NORTH AMERICA, INC.	03/03/2016

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282-2198

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	7912740
Patent Number:	8200513
Patent Number:	8468038
Patent Number:	8725544
Patent Number:	5839112
Patent Number:	6185540
Application Number:	14244406
Application Number:	14452431
Application Number:	14328544
Application Number:	11115867
Application Number:	14014092
Application Number:	14023987
Application Number:	11823371
Application Number:	14513027
Application Number:	14256511
Application Number:	14157472
Application Number:	14461897
Application Number:	13440751
Application Number:	13601035
Application Number:	61194769

PATENT

Property Type	Number
Application Number:	61194760
Application Number:	62152485
Application Number:	61150752
Application Number:	62153145
Application Number:	62265300

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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.

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Correspondent Name: LINDA R. KASTNER, C/O LATHAM & WATKINS

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Address Line 2: SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

NAME OF SUBMITTER: LINDA KASTNER

SIGNATURE: /lk/

DATE SIGNED: 03/03/2016

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of March 3, 2016 is entered into by **AUDATEX NORTH AMERICA, INC.** (the "Grantor") in favor of **GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT** (together with its successors and assigns, in such capacity, the "Collateral Agent").

WHEREAS, Grantor and certain other parties have executed and delivered that certain U.S. Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Pledge and Security Agreement") pursuant to which Grantor and certain other parties have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's and certain other parties' right, title, and interest in and to certain collateral including the Patent Collateral (as defined below), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations);

WHEREAS; pursuant to the Pledge and Security Agreement, Grantor has agreed to execute this Agreement in order to record the Collateral Agent's and the other Secured Parties' security interest in the Patent Collateral with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under 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 (collectively, the "Patent Collateral"):

(i) all United States and foreign patents and applications now or hereafter made for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule A attached hereto, and all rights corresponding thereto throughout the world, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing; (iii) the right to sue for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. Subject to and in accordance with Section 7.10 of the Pledge and Security Agreement, the terms of which are incorporated herein by reference, this Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUDATEX NORTH AMERICA, INC.

By: 
Name: Renato Giger
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____

Name: **Robert Ehudin**

Title: **Authorized Signatory**

[Signature Page to Patent Security Agreement]

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Application No.	Filing Date	Patent No.	Issue Date
System and Method for Processing Work Products for Vehicles via the World Wide Web	10/979,926	1-Nov-04	US Pat. No. 7,912,740	22-Mar-11
System and method for processing work products for vehicles via the world wide web	13/026,842	14-Feb-11	US Pat. No. 8,200,513	12-Jun-12
System and method for processing work products for vehicles via the world wide web	13/463,628	3-May-12	US Pat. No. 8,468,038	18-Jun-13
System and Method for Processing Work Products for Vehicles via the World Wide Web	13/897,167	17-May-13	US Pat No. 8,725,544	13-May-14
System and Method for Processing Work Products for Vehicles via the World Wide Web	14,244,406	3-Apr-14	na	Pending
System and Method for Processing Work Products for Vehicles via the World Wide Web	14/452,431	5-Aug-14	na	Pending
Mobile Total Loss Vehicle Evaluation System	14/328,544	10-Jul-14	na	Pending
Method and Apparatus for Displaying and Selecting Vehicle Parts	08/365,520	28-Dec-94	US Patent No. 5,839,112	17-Nov-98
Insurance Estimating System	09/193,750	17-Jan-98	US Patent No. 6,185,540	6-Feb-01
Web Based Repair Cost Estimating System	11/115,867	26-Apr-05	na	Pending
Web Based Repair Cost Estimating System	14/014,092	29-Aug-13	na	Pending
Web Based Repair Cost Estimating System	14/023,987	11-Sep-13	na	Pending
Insurance Estimating System	11/823,371	26-Jun-07	na	Pending

Apparatus for Obtaining a Damaged Vehicle Insurance Estimate through a Mobile Device	14/513,027	15-Oct-13	na	Pending
Image Based Damage Recognition and Repair Cost Estimation	14/256,511	18-Apr-14	na	Pending
Vehicle Damage and Processing Information System	14/157,472	16-Jan-14	na	Pending
System for Capturing an Image of a Damaged Vehicle	14/461,897	18-Aug-14	na	Pending
VIN Based Insurance Claim System	13/440,751	5-Apr-12	na	Pending
A Graphical Guide for Photographing a Vehicle for an Insurance Claim	13/601,035	31-Aug-12	na	Pending
Vehicle Estimating System that Utilizes Volumetric Finite Element Analysis to Provide a Predictive Estimate	61/194,769	20-Jul-15	na	Pending
A Vehicle Estimating System that Provides Feather Prime and Block Data	61/194,760	20-Jul-15	na	Pending
Apparatus and Method for Providing a Digital Garage	62/152,485	24-Apr-15	na	Provisional
Guided Vehicle Repair Estimate Method and System	61/150,752	27-Apr-15	na	Provisional
First Notice of Loss Predictive System and Method	62/153,145	27-Apr-15	na	Provisional
A System for Vehicle Security, Access and Interaction Via Modular Aftermarket Vehicle Computer (MAVC) and Vehicle Communications Module (VCM)	62/265,300	9-Dec-15	na	Provisional