

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7418391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT (FIRST LIEN)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
CDK GLOBAL, LLC (F/K/A ADP DEALER SERVICES, INC.)	07/06/2022

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, NEW YORK BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE, 8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 23

Property Type	Number
Application Number:	11149909
Application Number:	11525009
Application Number:	11524602
Application Number:	11446011
Application Number:	10860540
Application Number:	11716849
Application Number:	10859400
Application Number:	10860539
Application Number:	10453904
Application Number:	16041552
Application Number:	16951833
Application Number:	12494973
Application Number:	15134779
Application Number:	15134793
Application Number:	15134820
Application Number:	14208042
Patent Number:	8209259
Patent Number:	7000184
Application Number:	16911154

PATENT

Property Type	Number
Application Number:	17095395
Application Number:	17525420
Application Number:	17525371
Application Number:	17452900

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/06/2022

Total Attachments: 7

source=11. Project Central (CDK) - First Lien Patent Security Agreement [TO BE FILED]#page1.tif
source=11. Project Central (CDK) - First Lien Patent Security Agreement [TO BE FILED]#page2.tif
source=11. Project Central (CDK) - First Lien Patent Security Agreement [TO BE FILED]#page3.tif
source=11. Project Central (CDK) - First Lien Patent Security Agreement [TO BE FILED]#page4.tif
source=11. Project Central (CDK) - First Lien Patent Security Agreement [TO BE FILED]#page5.tif
source=11. Project Central (CDK) - First Lien Patent Security Agreement [TO BE FILED]#page6.tif
source=11. Project Central (CDK) - First Lien Patent Security Agreement [TO BE FILED]#page7.tif

PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT dated as of July 6, 2022 (this “Agreement”), by CDK GLOBAL, LLC (the “Grantor”) in favor of CREDIT SUISSE AG, NEW YORK BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the First Lien Collateral Agreement dated as of July 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office. 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 (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States issued Patents and Patent applications listed on Schedule I attached hereto, together with (a) all reissues, reexaminations, continuations, divisionals, continuations-in-part, renewals or extensions thereof, (b) the right to sue or otherwise recover for any past, present and future infringement, or other violation or impairment thereof, and (c) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Patent Collateral”). This Agreement is not and shall not be construed as an assignment of any Patent Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interest granted to the Collateral Agent pursuant to the Collateral Agreement. The 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 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Grantor from its obligations and/or release of the Patent Collateral under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall, at the Grantor’s expense, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 5. 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. Any signature to this Agreement may be delivered

by facsimile, electronic mail (including pdf) or any electronic signature complying with the applicable Requirement of Law (including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Agreement with the United States Patent and Trademark Office.

[Remainder of this page intentionally left blank]

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

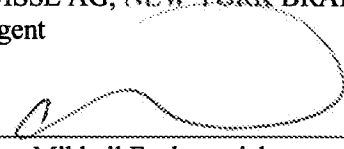
CDK GLOBAL, LLC,
as a Grantor

By:


Name: Lee James Brunz
Title: President and Secretary

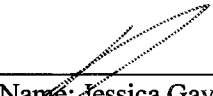
CREDIT SUISSE AG, NEW YORK BRANCH, as
Collateral Agent

By:



Name: Mikhail Faybusovich
Title: Authorized Signatory

By:



Name: Jessica Gavarkovs
Title: Authorized Signatory

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 060592 FRAME: 0341

PATENT COLLATERAL

Grantor	Title	Registration Number/ Application Number
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Remote Web site editing in a standard web browser without external software	US11/149,909 US7624342B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Source- and venue-specific inventory data processing and identification system	US11/525,009 US8275717B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Source- and venue-specific inventory data processing and identification system	US11/524,602 US8538894B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Source- and venue-specific inventory data processing and identification system	US11/446,011 US8055544B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Method and system of managing service reminders and promotions using mileage estimates	US10/860,540 US7617028B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	System and method for automated access of data management server through a virtual private network	US11/716,849 US7801154B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Method and system of managing service reminders and scheduling service appointments using mileage estimates	US10/859,400 US7542833B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Method and system of managing service reminders and scheduling service appointments using mileage estimates and recommended recall bulletins	US10/860,539 US7636623B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Method and system of managing service reminders using mileage estimates	US10/453,904 US7672984B2
CDK GLOBAL, LLC	Systems and methods for an automotive commerce exchange	US16/041,552 11190608
CDK GLOBAL, LLC	Systems, methods, and apparatuses for routing API calls	US16/951,833 US11080105B1
CDK GLOBAL, LLC (as successor-in-interest to ADP, Inc.)	System, process, and computer program product for evaluating leads	US12/494,973 US8484067B2
CDK GLOBAL, LLC	Scheduling an automobile service appointment in a dealer service bay based on diagnostic trouble codes and service bay attributes	US15/134,779 US10853769B2
CDK GLOBAL, LLC	Automatic automobile repair service scheduling based on diagnostic trouble codes and service center attributes	US15/134,793 US10867285B2
CDK GLOBAL, LLC	Systems and methods for stocking an automobile	US15/134,820 US10332068B2

Grantor	Title	Registration Number/ Application Number
CDK GLOBAL, LLC	Pricing system for identifying prices for vehicles offered by vehicle dealerships and other entities	US14/208,042 US11080734B2
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Software business platform with networked, association-based business entity access management	8209259
CDK GLOBAL, LLC (f/k/a ADP Dealer Services, Inc.)	Remote web site editing in a standard web browser without external software	7000184
CDK GLOBAL, LLC	Servers, systems, and methods for single sign-on of an automotive commerce exchange	US16/911,154
CDK GLOBAL, LLC	Systems and methods for using machine learning for vehicle damage detection and repair cost estimation	20220148050 17/095395
CDK GLOBAL, LLC	Systems and methods for a collaborative platform for the development of electronic visit agenda documents	20220147940 17/525420
CDK GLOBAL, LLC	Systems and methods for collaborative platforms for development of electronic visit agenda documents, including the recommendation of metrics for inclusion in visit agendas	20220147892 17/525371
CDK GLOBAL, LLC	Systems and methods for an automotive commerce exchange	20220046105 17/452900