

10-15-2001



101873675  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MKD  
10-15-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/15/2001 GT0M11 00000122 75794402  
01 FC:481 40.00 OP  
02 FC:482 750.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/794,402"/>	<input type="text" value="76/180,286"/>	<input type="text" value="76/098,176"/>
<input type="text" value="76/097,786"/>	<input type="text" value="76/098,175"/>	<input type="text" value="76/114,027"/>
<input type="text" value="76/113,122"/>	<input type="text" value="76/113,121"/>	<input type="text" value="75/522,835"/>

<input type="text" value="2,126,511"/>	<input type="text" value="1,821,648"/>	<input type="text" value="1,681,404"/>
<input type="text" value="1,974,392"/>	<input type="text" value="2,013,714"/>	<input type="text" value="1,637,820"/>
<input type="text" value="1,845,900"/>	<input type="text" value="1,653,359"/>	<input type="text" value="1,975,414"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

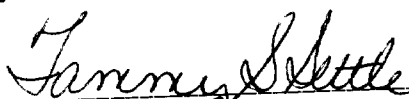
**Deposit Account**  
(Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Tammy S. Settle  
Name of Person Signing

  
Signature

October 11, 2001  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

76/153,918	76/223,296	76/222,918
75/428,559		

**Registration Number(s)**

1,975,414	1,816,465	1,885,284
2,166,378	2,239,765	2,203,138
2,070,573	2,375,049	1,871,548

TRADEMARKS

TRADEMARKS	COUNTRY	REGISTRATION NO.	DATE OF REGISTRATION	OWNER	COMMENTS
ACCESS	US	2126511 (74/682912)	01/06/98 (06/01/95)	CCC Information Services Inc.	Registered
ASAP	US	1821648 (74/276136)	02/15/94 (05/18/92)	CCC Information Services Inc.	Registered; Section 8 Accepted
AUTOSEARCH	US	1681404 (74/106346)	03/31/92 (10/16/90)	CCC Information Services Inc.	Registered; Section 8 & 15 Accepted & Acknowledged
CARS	US	1974392 (74/397268)	05/14/96 (06/03/93)	CCC Information Services Inc.	Registered; Supplemental
CCC	US	2013714 (75/020163)	11/05/96 (11/13/95)	CCC Information Services Inc.	Registered
CCC INFORMATION SERVICES INC. & DESIGN	US	1637820 (74/053021)	03/12/91 (04/26/90)	CCC Information Services Inc.	Registered; Section 8 & 15 Accepted & Acknowledged
CLAIMSCOPE	US	(75/794402)	(09/08/99)	CCC Information Services Inc.	Pending
COLLISION REPAIR SOLUTION	US	(76/180286)	(12/13/00)	CCC Information Services Inc.	Pending
COLLISION CENTER CONNECTION	US	1845900 (74/406631)	07/19/94 (06/28/93)	CCC Information Services Inc.	Registered; Section 8 & 15 Accepted & Acknowledged
DELIVERING THE SOLUTION	US	(76/098176)	(07/27/00)	CCC Information Services Inc.	Pending
DRIVELOGIC	US	(76/097786)	(07/26/00)	CCC Information Services Inc.	Pending

TRADEMARK	COUNTRY	REG. NO.	DATE OF REG.	OWNER	COMMENTS
DRIVELOGIC	US	(76/098175)	(07/27/00)	CCC Information Services Inc.	Pending
EFFICIENCY THROUGH COLLABORATION	US	(76/114027)	(08/23/00)	CCC Information Services Inc.	Pending
EFFICIENT ACCIDENT MANAGEMENT	US	(76/113122)	(08/21/00)	CCC Information Services Inc.	Pending
EFFICIENCY THROUGH COLLABORATION	US	(76/113121)	(08/21/00)	CCC Information Services Inc.	Pending
EZEST	US	1653359 (74/032227)	08/06/91 (02/26/90)	CCC Information Services Inc.	Registered; Section 8 & 15 Accepted & Acknowledged
EZMIX	US	1975414 (74/573070)	05/21/96 (09/13/94)	CCC Information Services Inc.	Registered
EZNET	US	2249451 (75/455000)	06/01/99 (03/23/98)	CCC Information Services Inc.	Registered
EZVIEW	US	1816465 (74/296441)	01/11/94 (07/21/92)	CCC Information Services Inc.	Registered
EZWARE	US	1885284 (74/397266)	03/21/95 (06/03/93)	CCC Information Services Inc.	Registered
EZWORKS	US	2166378 (75/134466)	06/16/98 (07/15/96)	CCC Information Services Inc.	Registered
FLEXSTAFF	US	2239765 (75/370352)	04/13/99 (10/08/97)	CCC Information Services Inc.	Registered
GUIDELINES	US	(75/522835)	(07/20/98)	CCC Information Services Inc.	Pending
GUIDEPOST	US	2203138 (75/134644)	11/10/98 (07/15/96)	CCC Information Services Inc.	Registered

TRADEMARK	COUNTRY	REG. NO.	DATE OF REG.	OWNER	COMMENTS
INTELLIGENT EMAIL	US			CCC Information Services Inc.	Will be filed shortly
PATHWAYS	US	2070573 (74/724479)	06/10/97 (09/05/95)	CCC Information Services Inc.	Registered
PATHWAYS ENTERPRISE SOLUTION	US	2375049 (75/757881)	08/08/00 (07/22/99)	CCC Information Services Inc.	Registered
PATHWAYS PROFESSIONAL ADVANTAGE	US	(76/153918)	(10/25/00)	CCC Information Services Inc.	Pending
QAAR	US			CCC Information Services Inc.	Will be Filed Shortly
QAAR PLUS	US	(76/223296)	(03/12/01)	CCC Information Services Inc.	Pending
QAAR WRITER	US	(76/222918)	03/12/01	CCC Information Services Inc.	Pending
RAPID RESOLVE	US	(75/428559)	(02/04/98)	CCC Information Services Inc.	Pending
THE CONNECTIVITY COMPANY	US	1871548 (74/406632)	01/03/95 (06/28/93)	CCC Information Services Inc.	Registered; Section 8 & 15 Accepted & Acknowledged
TL2000 SOLUTION	US	(Waiting for application no.)	(04/09/01)	CCC Information Services Inc.	Pending
GUIDEPOST ONLINE	CTM	(1572072)	(03/23/00)	CCC Information Services Inc.	Pending
CCC	UK	(2186894)	(01/21/99)	CCC Information Services Inc.	Pending
PATHWAYS	UK	2186889	01/21/99	CCC Information Services Inc.	Registered
THE CONNECTIVITY COMPANY	UK	2186873	01/21/99	CCC Information Services Inc.	Registered

## **TRADEMARK AND LICENSE SECURITY AGREEMENT**

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of March 30, 2001 made by CCC INFORMATION SERVICES, INC., a Delaware corporation, ("Pledgor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (f/k/a LaSalle National Bank) ("LaSalle") as Administrative Agent for the Lenders described below (in such capacity, the "Administrative Agent").

### WITNESSETH:

**WHEREAS**, Administrative Agent, the Lenders parties thereto (the "Lenders") and Borrower entered into that certain Amended and Restated Credit Facility Agreement dated as of October 29, 1998, as amended by that certain Waiver and Amendment to Amended and Restated Credit Facility Agreement dated as of October 20, 2000 (the "Original Credit Agreement");

**WHEREAS**, Administrative Agent, the Lenders and the Borrower have amended the Original Credit Agreement pursuant to that certain Second Waiver and Amendment to Amended and Restated Credit Facility Agreement dated as of February 15, 2001 (the "Waiver and Amendment"), to, among other things, (i) reduce the amount available thereunder, and (ii) waive certain defaults under certain financial covenants (the Original Credit Agreement as amended by the Waiver and Amendment and as may be further amended, extended, restated, replaced, supplemented or otherwise modified from time to time shall hereinafter be referred to as the "Credit Agreement");

**WHEREAS**, the Pledgor and the Administrative Agent, as Administrative Agent for the Lenders, have entered into a Security Agreement, dated February 15, 2001 (the "Security Agreement");

**WHEREAS**, it is a post-closing requirement of the Waiver and Amendment that Borrower enter into this Agreement; and

**WHEREAS**, the obligations of Borrower under the Credit Agreement are to be secured pursuant to this Agreement.

**NOW, THEREFORE**, for and in consideration of the Administrative Agent and the Lenders agreeing to enter into the Waiver and Amendment and in consideration of any loan, advance or other financial accommodation heretofore or hereafter made to Borrower under or in connection with the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### I. Defined Terms.

- A. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.
- B. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- C. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

II. Security Interest in Trademarks. As security for the payment of the Obligations, Pledgor hereby grants to Administrative Agent, for the benefit of Lenders, a continuing security interest in the following whether now or hereafter existing or acquired:

- A. trademarks, service marks, registered trademarks and trademark applications, trade dress, trade names, service marks, registered service marks and service mark applications business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers and all registrations and applications for registration which have heretofore been or may hereafter be issued therefor throughout the world including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and 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 or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in the foregoing clauses (a)-(d), being hereinafter individually and/or collectively referred to as the "Trademarks");
- B. the goodwill of Pledgor's business connected with and symbolized by or relating to the Trademarks; and
- C. license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade dress, service marks, registered service marks and service mark applications (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, whether Pledgor is a licensor or licensee under any such license



agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Administrative Agent's rights, for the benefit of Lenders under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses") provided, however, that in no event shall the foregoing include, and Pledgor shall not be deemed to have granted a security interest in any rights or interests in any license, contract or agreement to which Pledgor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) or any successor provision of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law including, without limitation, 9-406, 9-407, and 9-408 of the UCC 2000 Revisions (as such term is defined in the Security Agreement)); provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the collateral hereunder shall include, and Pledgor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction, the collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests. Upon request of the Administrative Agent, Pledgor will in good faith use commercially reasonable efforts to obtain consent for the creation of a security interest in favor of the Administrative Agent (and to Administrative Agent's enforcement of such security interest) in Pledgor's rights under such License.

III. Restrictions on Future Agreements. Except for sales and other dispositions of assets permitted by the Credit Agreement and except for the licensing of the Trademarks in the ordinary course of the Pledgor's business upon fair and reasonable terms which are fully disclosed to the Administrative Agent, the liens granted in the Trademarks hereunder and under the Security Agreement, and the abandonment of Trademarks and Licenses upon written certification to Administrative Agent that, in Pledgor's reasonable discretion same are no longer useful in the business or not otherwise economically desirable, Pledgor will not sell, lease, license or assign any Trademark or License, or create or permit to exist any Lien on any Trademark or License, other than Permitted Liens. Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Administrative Agent, for the benefit of Lenders under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Pledgor's business, subject to Pledgor's rights under Article IV.

IV. New Trademarks. Pledgor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, trade dress, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade dress, service marks, registered service marks and service mark applications now owned or controlled by Pledgor. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to any new Trademarks or Licenses or (ii) become entitled to the benefit of any Trademark or License, the provisions of Section II shall automatically apply thereto and Pledgor shall give to Administrative Agent prompt written notice thereof. Pledgor hereby authorizes Administrative Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future Trademarks and Licenses owned or controlled by Pledgor under Section II, or under this Section IV, and (b) filing in the Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future Trademarks or Licenses.

V. Royalties. Pledgor hereby agrees that the use by Administrative Agent, for the benefit of Lenders, of the Trademarks and Licenses as and to the extent authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Administrative Agent to Pledgor.

VI. Nature and Continuation of Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations (other than contingent indemnity obligations) have been paid in full and the Commitments have terminated. At such time the rights granted to Administrative Agent, for the benefit of Lenders, hereunder shall also terminate; provided, however, if at any time all or any part of any payment theretofore applied by the Administrative Agent or any Lender to any of the Obligations is or must be rescinded or returned by the Administrative Agent or such Lender for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any Person), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Administrative Agent or such Lender, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Administrative Agent or such Lender had not been made.

VII. Right to Inspect; Further Assignments and Security Interests. Administrative Agent, for the benefit of Lenders, shall have the right, at any reasonable time and from time to time, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists) to inspect Pledgor's premises and to examine Pledgor's books, records, and operations relating to the Trademarks, including, without limitation, Pledgor's quality control processes; provided, that in conducting such inspections and examinations, Administrative Agent shall use its best efforts not to disturb unnecessarily the conduct of Pledgor's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Credit Agreement, Pledgor agrees that Administrative Agent, for the benefit of Lenders, or a conservator appointed by

Administrative Agent, shall have the right to establish such reasonable additional product quality controls as Administrative Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Pledgor under the Trademarks. Pledgor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Administrative Agent, except for (a) the sales and dispositions of assets permitted by the Credit Agreement, (b) the licensing of the Trademarks in the ordinary course of the Pledgor's business consistent with past practices upon fair and reasonable terms which are fully disclosed in writing in advance to the Administrative Agent, subject to such licensee's written acknowledgment of the liens granted in the Trademarks hereunder and under the Security Agreement and (c) the abandonment of Trademarks and Licenses which are no longer useful in the business or not otherwise economically desirable, to maintain the quality of any and all products in connection with which the Trademarks are used, materially consistent with the quality of said products as of the date hereof.

VIII. Duties of Pledgor. Pledgor shall have the duty, to the extent desirable in the normal conduct of Pledgor's business and consistent with Pledgor's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Pledgor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Pledgor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Pledgor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Pledgor's business. Pledgor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings relating to Trademarks. Administrative Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Administrative Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Obligations secured hereby.

IX. Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement and the Security Agreement, Administrative Agent, for the benefit of Lenders, shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Administrative Agent shall commence any such suit, Pledgor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse and indemnify Administrative Agent for all reasonable costs and reasonable expenses incurred by Administrative Agent in the exercise of its rights under this Section IX (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Administrative Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

X. Waivers. No course of dealing between Pledgor and Administrative Agent, and no failure to exercise or delay in exercising on the part of Administrative Agent any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver of any of Administrative Agent's or Lenders' rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

XI. Administrative Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Administrative Agent may exercise any of the applicable rights and remedies provided in this Agreement, the Credit Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Pledgor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Administrative Agent, for the benefit of Lenders, shall have the right to exercise its rights and the Lenders' rights under the Credit Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Administrative Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Pledgor's business.

XII. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

XIII. Conflicting Documentation. In the event of an irreconcilable conflict between the provisions of this Agreement and those of the Credit Agreement and/or the Security Agreement, the Credit Agreement and/or Security Agreement shall govern over this Agreement.

XIV. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections IV hereof or by a writing signed by the parties hereto.

XV. Cumulative Remedies; Power of Attorney. All of Administrative Agent's rights and remedies, for the benefit of Lenders, with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby irrevocably appoints Administrative Agent as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise to carry out the acts described below. Subject to the terms of the Credit Agreement and the Security Agreement, upon the occurrence and during the continuance of an Event of Default, and the giving by Administrative Agent of written notice to Pledgor of an Event of Default, Pledgor hereby authorizes Administrative Agent to, in its sole discretion (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks and the Licenses in connection with Pledgor's business, (ii) take any

other actions with respect to the Trademarks and the Licenses as Administrative Agent deems is in the best interest of itself and the Lenders, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms consistent with the procedures in Section 7 of the Security Agreement. Administrative Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section XIV without taking like action with respect to the entire goodwill of Pledgor's business connected with the use of, and symbolized by, such Trademarks. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section VI. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or Lenders under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent, for the benefit of Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted and in effect from time to time in any jurisdiction in which the Trademarks may be located or deemed located.

XVI. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Administrative Agent and Lenders and their respective nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor; provided, however that Pledgor shall not voluntarily assign its obligations hereunder without the prior written consent of Administrative Agent.

XVII. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

XVIII. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

XIX. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

XX. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

XXI. Right of Recordal of Security Interest. Administrative Agent shall have the right, for the benefit of Lenders, but not the obligation, at the expense of Pledgor, to record this Agreement in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Administrative Agent, and Administrative Agent shall advise Pledgor of such recordals. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, Pledgor shall have the right to effect recordal of such satisfaction or termination at the expense of Pledgor in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Pledgor. Administrative Agent and Pledgor shall cooperate to effect all such recordals hereunder.

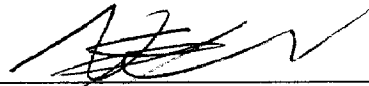
**[Signature page follows]**

*Signature Page to Trademark and License Security Agreement*

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

PLEDGOR:


CCC INFORMATION SERVICES INC.  
a Delaware Corporation

By:   
Name: Reid E. Simpson  
Its: Chief Financial Officer

*Signature Page to Trademark and License Security Agreement*

Accepted and agreed to as of this 17<sup>th</sup> day of April,  
2001

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association, as Administrative  
Agent

By:   
Aimee Daniels  
Senior Vice President and Division Head



STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 17<sup>th</sup> day of April, 2001 by Rod E. Simpson, personally known to me to be the CEO of CCC Information Services Inc., a Delaware corporation, on behalf of such corporation.



Diana M. Schoendorff  
Notary Public

My commission expires: 3/6/04

**SCHEDULE A**  
to Trademark and License Security Agreement

**TRADEMARKS**

See attached

A-1

01/#741650.5

**TRADEMARK**  
**REEL: 002382 FRAME: 0147**

**SCHEDULE B**  
to Trademark and License Security Agreement

**LICENSES**

None

B-1

01/#741650.5

RECORDED: 10/15/2001

TRADEMARK  
REEL: 002382 FRAME: 0148