

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTOMOTIVE FINANCE CONSUMER DIVISION, LLC		05/13/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	BEAR STEARNS CORPORATE LENDING INC., AS ADMINISTRATIVE AGENT		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3549221	AFCD	
Registration Number:	3549220	A NEW HORIZON AFCD AUTOMOTIVE FINANCE CONSUMER DIVISION	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	031935-0263		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		

OP \$65.00 3549221

TRADEMARK

Date:

05/20/2009

Total Attachments: 10

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 13, 2009 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Bear Stearns Corporate Lending Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. KAR Holdings, Inc., a Delaware corporation (the "Borrower"), and KAR Holdings II, LLC, a Delaware limited liability company ("Holdings"), have entered into the Credit Agreement, dated as of April 20, 2007 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the financial institutions from time to time party thereto as lenders (the "Lenders"), Bear, Stearns & Co. Inc. and UBS Securities LLC, as joint lead arrangers, UBS Securities LLC, as syndication agent, Goldman Sachs Credit Partners L.P. and Deutsche Bank Securities Inc., as co-documentation agents, Bear, Stearns & Co. Inc., UBS Securities LLC and Goldman Sachs Credit Partners L.P., as joint bookrunners, the Administrative Agent and other parties from time to time signatory thereto.

B. The Grantors executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 20, 2007 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including without limitation certain after acquired Intellectual Property of the Grantors to the Administrative Agent, for the benefit of the Secured Parties, and have agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to all of 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, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(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 "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted) 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 and dilutions 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 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, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements 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. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this 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 pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 4. Governing Law. This 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 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 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.

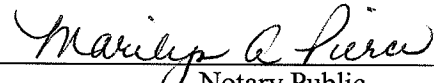
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

ADESA, INC.

By: 
Name: SCOTT A ANDERSON
Title: VP & CONTROLLER

STATE OF INDIANA)
COUNTY OF HAMILTON) ss.:

On this 8 day of May, 2009, before me personally appeared SCOTT A ANDERSON, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

My commission expires: 10/29/09



IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

DENT DEMON, LLC

By: *[Signature]*
Name: SCOTT A ANDERSON
Title: VPE CONTROLLER

STATE OF INDIANA)
) ss.:
COUNTY OF HAMILTON)

On this 8 day of May, 2009, before me personally appeared Scott A. Anderson, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Marilyn A. Pierce
Notary Public

My commission expires: 10/29/09



IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

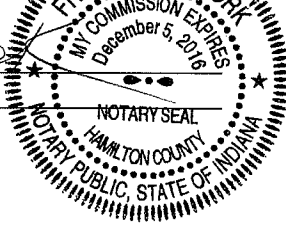
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AUTOMOTIVE FINANCE CONSUMER DIVISION, LLC

By: *Margot E.M. Hanulak*
Name: Margot E.M. Hanulak
Title: President

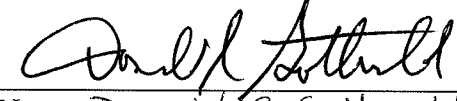
STATE OF INDIANA)
): ss.:
COUNTY OF HAMILTON)

On this 11th day of May, 2009, before me personally appeared MARGOT E.M. HANULAK, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the ~~same~~ behalf of which the person acted executed the instrument.

Francesca C. York
Notary Public
My commission expires:


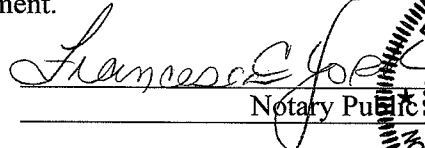
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

AUTOMOTIVE FINANCE CORPORATION

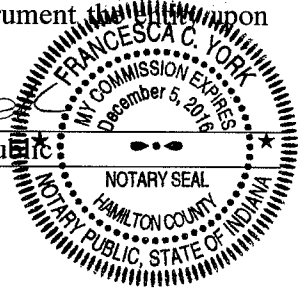
By: 
Name: Donald S. Gottwald
Title: President + CEO

STATE OF INDIANA)
) : ss.
COUNTY OF Hamilton)

On this 11th day of May, 2009, before me personally appeared Donald S. Gottwald, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument he/she acted upon behalf of which the person acted executed the instrument.

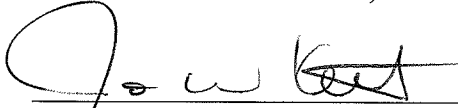

Notary Public

My commission expires:



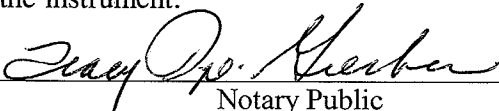
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

INSURANCE AUTO AUCTIONS, INC.

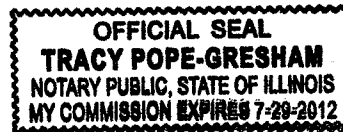
By: 
Name: _____
Title: VP, CFO

STATE OF Illinois)
 : ss.:
COUNTY OF Cook)

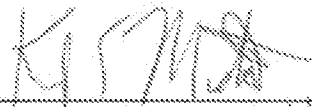
On this 12th day of May, 2009, before me personally appeared John W. Kett, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

My commission expires: July 29, 2012



BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: 
Name: Kyle S. M. [unclear]
Title: V.P.

Schedule 1

COPYRIGHTS

N/A

PATENTS

N/A

TRADEMARKS

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	CSATODAY	(77/663,395)	(February 4, 2009)	Insurance Auto Auctions, Inc.	Pending
United States	I-BID LIVE	(77/663,407)	February 4, 2009	Insurance Auto Auctions, Inc.	Pending
United States	I-PAY	(77/441,894)	April 7, 2008	Insurance Auto Auctions, Inc.	Pending
United States	DEALERBLOCK	3,457,907	July 1, 2008	ADESA, Inc.	Registered
United States	WORKING WONDERS	3,517,997	October 14, 2008	ADESA, Inc.	Registered
United States	LANEWATCH	(77/519,686)	(July 10, 2008)	ADESA, Inc.	Pending
United States	IFWATCH	(77/520,973)	(July 13, 2008)	ADESA, Inc.	Pending
United States	PSIWATCH	(77/520,975)	(July 13, 2008)	ADESA, Inc.	Pending
United States	ARBITRATION WATCH	(77/519,692)	(July 10, 2008)	ADESA, Inc.	Pending
United States	PAR PLATINUM PLUS CERTIFIED and design	(77/616,295)	(November 18, 2008)	ADESA, Inc.	Pending
United States	DENT DEMON PAINTLESS DENT REMOVAL SPECIALISTS and design	2,088,839	August 19, 1997	Dent Demon, LLC	Registered; Assigned from Dent Demon, Inc.
United States	AFCD Word	3,549,221	December 23, 2008	Automotive Finance Consumer Division, LLC	Registered

United States	AFCD Logo	3,549,220	December 17, 2008	Automotive Finance Consumer Division, LLC	Registered
United States	Explore the Power	(77/635,062)	(December 17, 2008)	Automotive Finance Corporation	Pending
United States	LIVEBLOCK	(77679248)	(February 26, 2009)	ADESA, Inc.	Pending
United States	LIVEBLOCK AUCTIONS INTERNATIONAL	(77679240)	(February 26, 2009)	ADESA, Inc.	Pending
United States	LAI	(77679104)	(February 26, 2009)	ADESA, Inc.	Pending
United States	LAI LIVEBLOCK AUCTIONS INTERNATIONAL stylized &/or with design	(77679245)	(February 26, 2009)	ADESA, Inc.	Pending