### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest in Trademark Rights

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CCC Information Services Inc.		12/17/2010	CORPORATION: DELAWARE
ProcessClaims, Inc.		12/17/2010	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent	
Street Address:	270 Park Avenue, 4th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	
Entity Type:	National Banking Association: UNITED STATES	

### PROPERTY NUMBERS Total: 43

	1	1
Property Type	Number	Word Mark
Registration Number:	3757149	ACTIVE ANALYTICS
Registration Number:	3757150	ACTIVE MOBILITY
Registration Number:	1681404	AUTOSEARCH
Registration Number:	3089790	CCC ACCUMARK
Registration Number:	3319909	CCC ACCUMARK ADVISOR
Registration Number:	3326093	CCC ACCUMARK REINSPECTION
Registration Number:	3757148	CCC ACTIVE SCHEDULE
Registration Number:	3132209	CCC AUTOVERSE
Registration Number:	2843888	CCC AUTOVERSE
Registration Number:	3624769	CCC COMP-EST
Registration Number:	3624768	CCC COMP-EST
Registration Number:	1637820	CCC INFORMATION SERVICES INC.
Registration Number:	3089792	CCC INTELLISPHERE

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Registration Number:	2938802	CCC INTELLISPHERE
Serial Number:	85091711	CCC MATERIAL CALCULATOR
Registration Number:	3706398	CCC ONE
Registration Number:	3664638	CCC ONE
Registration Number:	3089793	CCC PATHWAYS
Registration Number:	3158171	CCC PATHWAYS
Registration Number:	3627512	CCC PROCESSCLAIMS
Registration Number:	3089794	CCC VALUESCOPE
Registration Number:	3746119	CCC VALUESCOPE SALVAGE MANAGEMENT
Registration Number:	2863695	CCC VALUESCOPE
Registration Number:	3619824	CCC VIN SCORE
Registration Number:	2013714	ccc
Registration Number:	3619817	CLAIMSPORT
Registration Number:	3286124	COMP-EST ESTIMATING SOLUTION
Registration Number:	3027435	COMP-EST
Registration Number:	1653359	EZEST
Registration Number:	2249451	EZNET
Registration Number:	3083959	FAST, ACCURATE, LOCAL MARKET VALUE
Registration Number:	3550716	IAFLOW
Registration Number:	2555685	INTELLIGENT EMAIL
Registration Number:	2375049	PATHWAYS ENTERPRISE SOLUTION
Registration Number:	2524746	PATHWAYS PROFESSIONAL ADVANTAGE
Registration Number:	2070573	PATHWAYS
Registration Number:	2833794	PROCESSCLAIMS.
Registration Number:	3130784	PRODUCTION ASSISTANT
Registration Number:	2855204	REDEFINING THE INDUSTRY TOGETHER
Registration Number:	3550717	SHOPFLOW
Registration Number:	1871548	THE CONNECTIVITY COMPANY
Registration Number:	3453833	VINGUARD
Registration Number:	3846055	WHERE IT ALL COMES TOGETHER

### CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Address Line 1: S Address Line 2:	Mindy M. Lok, Esq. Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NEW YORK 10017	
ATTORNEY DOCKET NUMB	BER:	509265/1157
NAME OF SUBMITTER:		Mindy M. Lok
Signature:		/ml/
Date:		02/02/2011
Total Attachments: 10 source=CCCIST#page1.tif source=CCCIST#page2.tif source=CCCIST#page3.tif source=CCCIST#page4.tif source=CCCIST#page5.tif source=CCCIST#page6.tif source=CCCIST#page7.tif source=CCCIST#page8.tif source=CCCIST#page8.tif source=CCCIST#page9.tif source=CCCIST#page9.tif		

# AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 10, 2006, as amended and restated as of December 17, 2010, is made by CCC Information Services Inc., a Delaware corporation, and ProcessClaims, Inc., a California corporation (together with the Borrower, the "Obligors"), each located at World Trade Center Chicago, 222 Merchandise Mart, Suite 900, Chicago, IL 60654, in favor of JPMorgan Chase Bank, N.A., located at 270 Park Avenue, 4<sup>th</sup> Floor, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of February 10, 2006, as amended and restated as of December 17, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, each Obligor has executed and delivered a Guarantee and Collateral Agreement, dated as of February 10, 2006, as amended and restated as of December 17, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, each Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

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SECTION 2. Grant of Security Interest. Each Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CCC INFORMATION SERVICES INC.

Name: Andrew Balbirer

Title: Executive Vice President and Chief Financial Officer

PROCESSCLAIMS, INC.

Name: Andrew Balbirer

Title: Executive Vice President and Chief Financial Officer

[Security Interest - Trademark]

JPMORGAN CHASE BANK, N.A. as Administrative Agent for the Lenders

Name: Title:

Christophe Vohmann Executive Director

#### ACKNOWLEDGMENT OF OBLIGOR

STATE OF	ILLINOIS	1
COUNTY OF	COOK	) ss )

On this 16 day of December, 2010, before me personally appeared

ANDREW BALBIRER to me known who, being by me duly sworn, did depose and say that he/she is

EVPAND CFO of CCC Information Services Inc., a Delaware corporation, and

ProcessClaims, Inc., a California corporation, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by CCC Information Services Inc. and ProcessClaims, Inc.

"OFFICIAL SEAL"

DIANE M. TARASIK

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 5/22/2011

Drove M. Toronile Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Acknowledgement of Security Interest-Trademark]

## ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF reculpor ) ) ss COUNTY OF reculpor )
On this 16 day of December, 2010, before me personally appeared  The strategie of JPMorgan Chase Bank, N.A., described herein and
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to
the authority granted by JPMorgan Chase Bank, N.A.
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Notary Public EDELINE C. ADDERLEY

NOTARY PUBLIC, STATE OF NEW YORK

NO. 01AD6079940 QUALIFIED IN BRONX COUNTY

CERTIFICATE FILED IN NEW YORK COUNTY

(PLACE ST AM GOMMISSION EXPIRES SEPT. 3, 2014

### **SCHEDULE A**

# U.S. Trademark Registrations and Applications

TRADEMARK	Application / Registration No.
Active Analytics®	Serial No. 77/776901 Reg. No. 3,757,149
Active Mobility®	Serial No. 77/776906 Reg. No. 3,757,150
ActivePlanner <sup>TM</sup>	No trademark application
AutoSearch®	Serial No. 74/106346 Reg. No. 1,681,404
CCC ACCUMARK & Design®	Serial No. 78/586631 Reg. No. 3,089,790
CCC ACCUMARK.	
CCC Accumark Advisor®	Serial No. 78/612215 Reg. No. 3,319,909
CCC Accumark Reinspection®	Serial No. 78/612163 Reg. No. 3,326,093
CCC Accumark <sup>TM</sup> Audit	No trademark application
CCC Accumark <sup>TM</sup> Advisor	No trademark application
CCC Accumark™ Reinspection	No trademark application
CCC Active Schedule®	Serial No. 77/776885 Reg. No. 3,757,148
CCC AUTOVERSE & Design®	Serial No. 78/586779 Reg. No. 3,132,209
CCC AUTOVERSE.	
CCC Autoverse®	Serial No. 78/140800 Reg. No. 2,843,888
CCC COMP-EST & Design®	Serial No. 78/845235 Reg. No. 3,624,769
Egraphical Country	
CCC Comp-Est®	Serial No.78/845232 Reg. No. 3,624,768
CCC Connect <sup>TM</sup>	No trademark application

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TRADEMARK	Application / Registration No.
CCC INFORMATION SERVICES INC. &	Serial No. 74/053021
Design®	Reg. No. 1,637,820
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INFORMATION SERVICES INC.	
CCC INTELLISPHERE & Design®	Serial No. 78/586840
	Reg. No. 3,089,792
COCINTELLISPHERE.	
CCC Intellisphere®	Serial No. 78/189165 Reg. No. 2,938,802
CCC MATERIAL CALCULATOR & Design™	No trademark application
CCC MATERIAL CALCULATOR	
CCC Material Calculator™	Serial No. 85/091711
CCC ONE & Design®	Serial No. 77/516042
CCC ONE	Reg. No. 3,706,398
CCC ONE®	Serial No. 77/454774 Reg. No. 3,664,638
CCC ONE™ Analytics	No trademark application
CCC ONE™ Estimating	No trademark application
CCC ONE™ Subrogation	No trademark application
CCC ONE™ Valuation	No trademark application
CCC ONE™ Workflow	No trademark application
CCC PATHWAYS & Design®	Serial No. 78/586876
	Reg. No. 3,089,793
CCC PATHWAYS.	
CCC Pathways®	Serial No. 78/754997 Reg. No. 3,158,171
CCC ProcessClaims®	Serial No. 77/075879 Reg. No. 3,627,512
CCC Software Update Manager <sup>TM</sup>	No trademark application

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TRADEMARK	Application / Registration No.
CCC SUBROGATE & Design™	No trademark application
CCC SUBROGATE	
CCC Subrogate™	No trademark application
CCC VALUESCOPE & Design®	Serial No. 78/586892
<b>&gt;&gt;&gt;</b>	Reg. No. 3,089,794
CCC VALUESCOPE 8	
CCC Valuescope Salvage Management®	Serial No. 77/682283
	Reg. No. 3,746,119
CCC Valuescope®	Serial No. 78/189133
	Reg. No. 2,863,695
CCC Vehicle Identity Solutions™	No trademark application
CCC VIN Report™	No trademark application
CCC VIN Score®	Serial No. 77/080843
CCC®	Reg. No. 3,619,824
CCC®	Serial No. 75/020163
ClaimsPort®	Reg. No. 2,013,714 Serial No. 77/075868
Ciamisi Oit®	Reg. No. 3,619,817
COMP-EST ESTIMATING SOLUTION&	Serial No. 78/870383
Design®	Reg. No. 3,286,124
COMP-EST ESTIMATING SOLUTION	
Comp-Est®	Serial No. 78/443533
	Reg. No. 3,027,435
Connection Monitor <sup>TM</sup>	No trademark application
EZEst®	Serial No. 74/032227
F7N 48	Reg. No. 1,653,359
EZNet®	Serial No. 75/455000
Fast, Accurate, Local Market Value®	Reg. No. 2,249,451 Serial No. 78/515999
i asi, Accurate, Local Walket Valuew	Reg. No. 3,083,959
Fast, Fair, Local Market Value™	No trademark application
Historical Parts Services <sup>TM</sup>	No trademark application
IAFlow®	Serial No. 77/075842
	Reg. No. 3,550,716
Intelligent Email®	Serial No. 76/246581
	Reg. No. 2,555,685
Pathways Enterprise Solution®	Serial No. 75/757881
	Reg. No. 2,375,049

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TRADEMARK	Application / Registration No.
Pathways Professional Advantage®	Serial No. 76/153918
	Reg. No. 2,524,746
Pathways®	Serial No. 74/724479
	Reg. No. 2,070,573
PROCESSCLAIMS & Design	Serial No. 76/456727
-	Reg. No. 2,833,794
process claims.	Owner (Registrant):
• •	ProcessClaims, Inc.
Production Assistant®	Serial No. 78/443539
	Reg. No. 3,130,784
Redefining the Industry Together®	Serial No. 78/191607
	Reg. No. 2,855,204
ShopFlow®	Serial No. 77/075858
	Reg. No. 3,550,717
The Connectivity Company®	Serial No. 74/406632
	Reg. No. 1,871,548
Vehicle Identity Solutions™	No trademark application
VIN Score <sup>TM</sup>	No trademark application
VINguard®	Serial No. 78/933919
_	Reg. No. 3,453,833
vision for the road ahead <sup>TM</sup>	No trademark application
Where It All Comes Together®	Serial No. 77/707412
	Reg. No. 3,846,055

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**RECORDED: 02/02/2011**