

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decision Dynamics, LLC	FORMERLY Decision Dynamics, Inc.	11/26/2019	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5717521	DDI TECHNOLOGY	
Registration Number:	4394623	PREMIER ETITLELIEN	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	045494-0286		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	04/20/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 26, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by DECISION DYNAMICS, LLC, a South Carolina limited liability company (f/k/a Decision Dynamics, Inc.) (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. IAA, Inc., a Delaware corporation (the "Borrower"), has entered into the Credit Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (the "Lenders"), and the Administrative Agent, and the Borrower, together with certain other Subsidiaries has also executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 28, 2019, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

B. Pursuant to the Credit Agreement, the Grantor is required to become a party to, and execute and deliver, the Guarantee and Collateral Agreement to the Administrative Agent. 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. Pursuant to the terms of the Assumption Agreement, dated as of the date hereof, the Grantor has granted a security interest in certain Collateral, including without limitation certain Intellectual Property of the Grantor, to the Administrative Agent, for the benefit of the Secured Parties, and has agreed as a condition thereof and the Guarantee and Collateral Agreement to execute and deliver this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office ("USPTO"), the United States Copyright Office ("USCO"), and other applicable Governmental Authorities. In connection with the Grantor's conversion from a South Carolina corporation to a South Carolina limited liability company, the Grantor has as of November 13, 2019 submitted filings with the USPTO and USCO to update the respective public records and reflect Grantor's ownership of the Collateral listed in Schedule 1.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to all of the following property now owned or at any time hereafter acquired by Grantor or in which 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 Grantor's Secured 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 any applications filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b), unless and until acceptable evidence of use of the mark has been filed with the United States Patent and Trademark Office pursuant to Section

1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or of any registration that issues therefrom) 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, misappropriations, dilutions and other violations 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 and 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 and other violations 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 and other violations 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. The 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 Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by telecopy or electronic transmission), 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

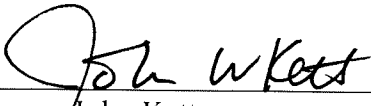
in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

(Signature pages follow)

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.

DECISION DYNAMICS, LLC

By: Insurance Auto Auctions, Inc., as its sole member

By: 
Name: John Kett
Title: CEO and President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006918 FRAME: 0996

JPMorgan Chase Bank, N.A.,
as Administrative Agent

By: 

Name: Brendan Korb
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006918 FRAME: 0997

SCHEDULE 1

TRADEMARKS*

Trademark Name	Country	Application No. Filing Date	Registration No. Registration Date	Status	Owner
DDI Technology	U.S.	April 2, 2019	5,717,521	Registered	Decision Dynamics, LLC
Premier eTitleLien	U.S.	September 3, 2013	4,394,623	Registered	Decision Dynamics, LLC

PATENTS

None

COPYRIGHTS*

Title	Registration Number	Registration Date	Owner
Dynastar maintmgr	TX0005019678	8/23/1999	Decision Dynamics, LLC
Pointmaster	TXu000555692	1/28/1993	Decision Dynamics, LLC
Specification document : CITGOsoft Integration Project	TX0004543168	5/7/1997	Decision Dynamics, LLC
TriStar 2000 / author, Ken Byers	TX0005034794	8/23/1999	Decision Dynamics, LLC
Construction productivity: on-site measurement and management / By Louis Edward Alfeld	---	---	Decision Dynamics, LLC

**In connection with the Grantor's conversion from a South Carolina corporation to a South Carolina limited liability company, the Grantor has as of November 13, 2019 submitted filings with the USPTO and USCO to update the respective public records and reflect Grantor's ownership of the Collateral listed in this Schedule 1.*