

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property recorded at R/F 4825/0078		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Agent		06/23/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	OpenLane, Inc.		
Street Address:	11299 North Illinois Street		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85604146	RECOVERY DATABASE NETWORK	
Serial Number:	85604105	RDN	
Serial Number:	85604120	RDN	
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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0287		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	06/26/2023		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of June 23, 2023, is made by JPMORGAN CHASE BANK, N.A., as administrative agent (the “Agent”) for the Secured Parties in favor of ADESA, INC. a Delaware corporation, LIVEBLOCK AUCTIONS INTERNATIONAL, INC., a Nevada corporation, OPENLANE, INC., a Delaware corporation, and INSURANCE AUTO AUCTIONS, INC., an Illinois corporation (each, a “Grantor”, and collectively, the “Grantors”). Capitalized terms used but not defined herein have the meanings given to them, as applicable, directly or by reference, in the IP Security Agreement Supplement (as defined below).

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of May 19, 2011 (as it may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which certain Grantors, as identified on Schedule I, executed and delivered in favor of the Agent that certain Intellectual Property Security Agreement (First Supplemental Filing), dated as of July 13, 2012, (the “IP Security Agreement Supplement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on July 19, 2012 at Reel/Frame No. 028596/0436 (with respect to patents of Liveblock Auctions International, Inc.), at Reel/Frame No. 028596/0614 (with respect to patents of OpenLane, Inc.), at Reel/Frame No. 028596/0630 (with respect to patents of Insurance Auto Auctions, Inc.), at Reel/Frame No. 4825/0065 (with respect to trademarks of Adesa, Inc.), and at Reel/Frame No. 4825/0078 (with respect to trademarks of OpenLane, Inc.);

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement Supplement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following property then owned or at any time thereafter acquired by such Grantor or in which such Grantor had or at any time in the future may have acquired any right, title or interest (the “IP Collateral”):

- (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 on the basis of the Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the trademark 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 on Schedule I and owned by such Grantor, (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 then and thereafter 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 each issued patent and patent application identified on Schedule I and owned by such Grantor, (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 then and thereafter 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 and application identified on Schedule I owned by such Grantor, (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 then and thereafter 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;

WHEREAS, the Grantors have requested that the Agent terminate and release its Security Interest in all of the remaining IP Collateral (the "Released IP Collateral").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates and cancels the IP Security Agreement Supplement, (ii) terminates, cancels, discharges and releases its Security Interest in the Released IP Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in or to the Released IP Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.


Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released IP Collateral of such Grantor) is hereby authorized to record this Release with the USPTO.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.
as Agent

By: 
Name: Richard Barritt
Title: Executive Director

SCHEDULE I

Copyrights

N/A

Patents

	Patent Title	Application Number Application Date	Registration Number Reg. Date	Status	Record owner/Assignee
1.	ADAPTIVE BIDDING INCREMENTS IN AN ONLINE AUCTION SYSTEM	---	7,617,145 11/10/2009	Registered	LiveBlock Auctions International, Inc.
2.	SYSTEMS AND METHODS FOR VEHICLE INFORMATION MANAGEMENT	---	8,095,422 1/10/2012	Registered	OPENLANE, Inc.
3.	SYSTEM AND METHOD FOR HOSTING COMBINED ONLINE AND LIVE AUCTIONS	12/156,089 5/28/2008	---	Pending	LiveBlock Auctions International, Inc.
4.	METHOD AND APPARATUS OF ESTIMATING VALUE OF A DAMAGED VEHICLE	13/162,844 6/17/2011	---	Pending	Insurance Auto Auctions, Inc.
5.	REAL TIME BIDDING SYSTEMS AND METHODS	11/457,068 7/12/2006	---	Pending	OPENLANE, Inc.
6.	REAL TIME BIDDING SYSTEMS AND METHODS WITH QUESTION INTERFACE	11/457,074 7/12/2006	---	Pending	OPENLANE, Inc.
7.	REAL TIME BIDDING INTERFACE SYSTEMS AND METHODS	11/457,077 7/12/2006	---	Pending	OPENLANE, Inc.
8.	TRANSPORT ORDERING SYSTEM AND METHODS	11/681,727 3/2/2007	---	Pending	OPENLANE, Inc.

9.	VEHICLE CO-LISTING SYSTEMS AND METHODS	11/681,729 3/2/2007	---	Pending	OPENLANE, Inc.
10.	SYSTEMS AND METHODS FOR VEHICLE LIFECYCLE MANAGEMENT	11/685,210 3/12/2007	---	Pending	OPENLANE, Inc.
11.	WHOLESALE VIRTUAL INVENTORY AND RETAIL LEAD GENERATION	12/714,960 3/1/2010	---	Pending	OPENLANE, Inc.
12.	SYSTEMS AND METHODS FOR DYNAMIC PRICING AND AUCTION ADJUDICATION DURING ONLINE AUCTIONS	12/968,079 12/14/2010	---	Pending	OPENLANE, Inc.
13.	THIRD-PARTY INSPECTION OF VEHICLES IN AN ELECTRONIC MARKETPLACE SYSTEM	12/796,436 6/8/2010	---	Pending	OPENLANE, Inc.
14.	SYSTEMS AND METHODS FOR ELECTRONIC SUMMARY AND DETAIL PERFORMANCE DATA OF EQUIPMENT SELLERS	12/892,590 9/28/2010	---	Pending	OPENLANE, Inc.
15.	SYSTEMS AND METHODS FOR SYSTEM LOGIN AND SINGLE SIGN-ON	13/096,389 4/28/2011	---	Pending	OPENLANE, Inc.
16.	ELECTRONIC TRANSPORTATION MARKETPLACE SYSTEM	12/748,258 3/26/2010	---	Pending	OPENLANE, Inc.
17.	SYSTEMS AND METHODS FOR VEHICLE INFORMATION MANAGEMENT	13/345,222 1/6/2012	---	Pending	OPENLANE, Inc.

U.S. Trademarks

Owner: Adesa, Inc.

Trademark	Application Number Application Date	Registration Number Registration Date	Status
AUCTIONTRAC	85411614 8/31/2011	---	Pending
AUTOVIN	85342014 6/9/2011	---	Pending

Owner: OPENLANE, Inc.

Trademark	Application Number Application Date	Registration Number Registration Date	Status
RECOVERY DATABASE NETWORK	85604146 4/20/2012	---	Pending
RDN (AND DESIGN)	85604105 4/20/2012	---	Pending
RDN	85604120 4/20/2012	---	Pending