

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI179432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nth Gen Software Inc.		01/19/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87787909	MOVE METAL	
Serial Number:	85637511	TRADEREV	
CORRESPONDENCE DATA			
Fax Number:	2129061200		
<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:	(212)906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M Amaru		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0287		
NAME OF SUBMITTER:	Angela Amaru		
SIGNATURE:	Angela Amaru		
DATE SIGNED:	04/19/2024		
Total Attachments: 8			
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CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 19, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favour of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with its permitted successors and assigns in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

RECITALS

A. WHEREAS, OPENLANE, INC. (f/k/a KAR AUCTION SERVICES, INC.), a Delaware corporation, and ADESA Auctions Canada Corporation, a Nova Scotia unlimited company (the “Canadian Borrower”), have entered into that certain Credit Agreement, dated as of June 23, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders (the “Lenders”) and the Administrative Agent.

B. WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Canadian Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Canadian Guarantee and Collateral Agreement, dated as of January 19, 2024 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Canadian Guarantee and Collateral Agreement”), in favour of the Administrative Agent for the benefit of the Secured Parties.

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Canadian Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in 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 Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and Canadian trademarks, service marks, trade names, domain 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 or CIPO on the basis of such 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.) or CIPO, 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 and Canadian 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 and Canadian 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;

(d) all Canadian industrial designs and industrial design applications, including, without limitation, each issued industrial design and industrial design 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; and

(e) all Proceeds of any of the foregoing; provided, that this Intellectual Property Security Agreement shall not constitute a grant of security interest in any Excluded Collateral.

SECTION 3. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights, the United States Commissioner of Patents and Trademarks, or CIPO, as applicable, record this Intellectual Property Security Agreement.

SECTION 4. 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. Delivery of an executed signature page of this Intellectual Property Security Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Intellectual Property Security Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Canadian 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 Canadian 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 Canadian Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Canadian Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Signature page follows]

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 AUCTIONS CANADA CORPORATION

By: Brad Lakhia

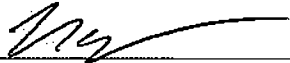
Name: Brad Lakhia

Title: Chief Financial Officer

NTH GEN SOFTWARE INC.

By: Brad Lakhia
Name: Brad Lakhia
Title: Executive Vice President and Chief
Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Richard Barritt
Title: Executive Director

SCHEDULE 1

U.S. COPYRIGHTS

None.

CANADIAN COPYRIGHTS

None.

U.S. PATENTS

NO.	OWNER	PATENT	APPL./REG. NO.
1.	Adesa Auctions Canada Corporation	VEHICLE DOLLY	9,896,015
2.	Nth Gen Software Inc.*	SYSTEM AND METHOD OF AUTOMATIC NEGOTIATION IN VEHICLE AUCTIONS	10,832,314
3.	Nth Gen Software Inc.*	SYSTEM AND METHOD OF A DYNAMIC INTERFACE FOR CAPTURING VEHICLE DATA	10,089,396 10,445,389 10,878,050
4.	Nth Gen Software Inc.*	METHOD AND SYSTEM FOR OBTAINING VEHICLE TARGET VIEWS FROM A VIDEO STREAM	10,997,413 11,393,191

CANADIAN PATENTS

NO.	OWNER	PATENT	APPL./REG. NO.
1.	Adesa Auctions Canada Corporation	VEHICLE DOLLY	2962882
2.	Nth Gen Software Inc.**	METHOD AND SYSTEM FOR OBTAINING VEHICLE TARGET VIEWS FROM A VIDEO STREAM	3037372
3.	Nth Gen Software Inc.**	METHOD AND SYSTEM FOR GENERATING AND USING VEHICLE PRICING MODELS	3037941

*Patent registered without space in owner name NthGen Software, Inc. [To be corrected with the USPTO]

**Patent registered without space in owner name NthGen Software Inc. [To be corrected with CIPO]

U.S. TRADEMARKS

NO.	OWNER	TRADEMARK	APPL. NO.	REG. NO.
1.	Nth Gen Software Inc.	MOVE METAL	87787909***	5758723
2.	Nth Gen Software Inc.	TRADEREV (and Design)	85637511***	4394741

CANADIAN TRADEMARKS

NO.	OWNER	TRADEMARK	APPL. NO.	REG. NO.
1.	ADESA Auctions Canada Corporation	ADESA HORS-SITE SELECTION	1958658	N/A
2.	ADESA Auctions Canada Corporation	ADESA OFF-SITE SELECT	1958655	N/A
3.	ADESA Auctions Canada Corporation	DEALERBLOCK	1227497	TMA641767
4.	Nth Gen Software Inc.	TradeRev Design	1554168	TMA842189

***Trademark registered with a comma in owner name Nth Gen Software, Inc. [To be corrected with the USPTO to remove comma where applicable]

CANADIAN INDUSTRIAL DESIGNS

None.