

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADP Claims Services Group, Inc.		04/13/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Citicorp USA, Inc., as Second Lien Collateral Agent
<b>Street Address:</b>	390 Greenwich Street
<b>Internal Address:</b>	1st Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1946267	ACE
Registration Number:	2616962	ACCUPART
Registration Number:	2248950	ACCUPRO
Serial Number:	78550742	ADP PAYMENT EXCHANGE
Serial Number:	78550750	ADP PAYMENT EXCHANGE
Registration Number:	1188899	AUDATEX
Registration Number:	2250760	AUTOSOURCE
Registration Number:	2838613	AUTOVISTA
Registration Number:	2360716	CATVIEW
Serial Number:	78672819	CLAIMSELEMENT
Registration Number:	2167906	CLAIMSFLO
Registration Number:	2970671	CLIENTLINK
Serial Number:	78583972	DEALERELEMENT

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Registration Number:	2343397	E-INSPECT
Registration Number:	2303453	EDEN
Registration Number:	794820	HOLLANDER
Registration Number:	2303948	MYPARTSHOP.COM
Registration Number:	2223769	PENPRO
Registration Number:	2279115	PHOTOLINK
Registration Number:	2442675	POWERLINK
Registration Number:	2393096	POWERSHOP
Registration Number:	2458937	SHOPLINK
Registration Number:	2398077	SHOPVIEW
Registration Number:	2243270	STELLIX
Serial Number:	78664001	STELLIX PROFIT FROM PRODUCTIVITY
Registration Number:	2581451	SYSTEMLINK
Registration Number:	2297996	VALUPARTS.COM

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive  
Address Line 2: Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0552
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	04/14/2006

Total Attachments: 8  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2006 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of CITICORP USA, INC., as Administrative and Collateral Agent for the Secured Parties (in such capacity, as “Collateral Agent”) (as defined in the Credit Agreement referred to below).

WHEREAS, BUSINESS SERVICES GROUP HOLDINGS B.V., a company organized under the laws of the Netherlands, AUDATEX HOLDINGS IV B.V., a company organized under the laws of the Netherlands, AUDATEX HOLDINGS, LLC, a Delaware limited liability company, and certain subsidiaries have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of April 13, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, Goldman Sachs Credit Partners L.P., as Lead Arranger, as Syndication Agent, and as Joint Bookrunner, Citigroup Global Markets, Inc., as Joint Bookrunner, and CITICORP USA, INC, as Administrative Agent and as Collateral Agent,

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantors under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of April 13, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Pledge and Security Agreement”).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark 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. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Pledge and Security Agreement, and, if not therein defined, in the Credit Agreement

### SECTION 2. Grant of Security.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Trademark Collateral”), 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:

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) of the Pledge and Security Agreement and attached hereto as Schedule 1 (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”);

(b) all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

(c) any and all agreements, providing for the granting of any right in or to Trademarks or Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedules 4.7(F) and 4.7(G) in the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time); and

(d) any and all proceeds of the foregoing.

2.2 Lien Subordination. Notwithstanding anything herein to the contrary, it is the understanding of the parties that the security interest granted pursuant to Section 2.1 herein shall be subject and subordinate to the security interest granted to the First Lien Collateral Agent for the benefit of the secured parties under that certain First Lien Security Agreement. All other rights and remedies of the Collateral Agent and the other Secured Parties are further subject to the provisions of the Intercreditor Agreement

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Second Lien Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security 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 Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

ADP PROPERTY CLAIMS SERVICES, INC.,  
as Grantor

By: Jan Peck  
Name:  
Title:

AUDATEX CANADA HOLDINGS, INC.,  
as Grantor

By: Jan Peck  
Name:  
Title:

AUDATEX HOLDINGS, INC.,  
as Grantor

By: Jan Peck  
Name:  
Title:


COLLISION REPAIR BUSINESS  
MANAGEMENT SERVICES, LLC,  
as Grantor

By: Jan Peck  
Name:  
Title:

SOLERA, INC.,  
as Grantor

By: Jan Peck  
Name:  
Title:

CITICORP USA, INC.,  
as the Collateral Agent

By:   
Name: Edward T Crook  
Title: Vice President

[Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003290 FRAME: 0568**

Schedule 1

ADP CLAIMS SERVICES GROUP, INC.

U.S. TRADEMARKS

Mark	Application No. Filing Date	Registration No. Registration Date
ACE	74/486,679 02/04/94	1,946,267 01/09/96
ACCUPART	76/172,922 11/29/00	2,616,962 09/10/02
ACCUPRO	75/370,952 10/09/97	2,248,950 06/01/99
ADP PAYMENT EXCHANGE	78/550,742 01/20/05	pending
ADP PAYMENT EXCHANGE	78/550,750 01/20/05	pending
AUDATEX	73/288,022 12/01/80	1,188,899 02/02/82
AUTOSOURCE	75/226,808 01/16/97	2,250,760 06/08/99
AUTOVISTA	78/218,428 02/24/03	2,838,613 05/04/04
CATVIEW	75/492,039 05/28/98	2,360,716 06/20/00
CLAIMSELEMENT	78/672,819 07/18/05	pending
CLAIMSFLO	74/703,057 07/18/95	2,167,906 06/23/98
CLIENTLINK	78/438,450 06/21/04	2,970,671 07/19/05
DEALERELEMENT	78/583,972 03/09/05	pending
E-INSPECT	75/706,725 05/14/99	2,343,397 04/18/00
EDEN	75/424,160 01/27/98	2,303,453 12/28/99
HOLLANDER	72/202,269 09/21/64	794,820 08/24/65
MYPARTSHOP.COM	75/558,513 09/24/98	2,303,948 12/28/99



Mark	Application No. Filing Date	Registration No. Registration Date
PENPRO	75/319,551 07/03/97	2,223,769 02/16/99
PHOTOLINK	75/491,945 05/28/98	2,279,115 09/21/99
POWERLINK	76/019,324 04/06/00	2,442,675 04/10/01
POWERSHOP	75/706,120 05/13/99	2,393,096 10/10/00
SHOPLINK	75/491,938 05/28/98	2,458,937 06/12/01
SHOPVIEW	75/870,751 12/13/99	2,398,077 10/24/00
STELLIX	75/226,806 01/16/97	2,243,270 05/04/99
STELLIX PROFIT FROM PRODUCTIVITY	78/664,001 07/05/05	pending
SYSTEMLINK	76/176,754 12/06/00	2,581,451 06/18/02
VALUPARTS.COM	75/558,519 09/24/98	2,297,996 12/07/99

#### FOREIGN TRADEMARKS

Country	Mark	Application No. Filing Date	Registration No. Registration Date
Canada	ADP PAYMENT EXCHANGE	1263005 06/29/05	pending
Canada	ACCUPART		598121
Canada	AUDAPOINT		421422
Canada	AUDAPOINT & Design		412374
Canada	AUDATEX		467853
Canada	AUTOSOURCE		581172
Canada	CATVIEW		523989
Canada	EDEN		535199
Canada	MYPARTSHOP.COM		540171

Country	Mark	Application No. Filing Date	Registration No. Registration Date
Canada	PENPRO		528607
Canada	PHOTOLINK		528612
Canada	POWERLINK		564618
Canada	SHOPLINK		561396
Canada	UNLEASH THE POWER		515413
Canada	VALUPARTS.COM		539660
Mexico	SHOPLINK		604116
Mexico	SHOPLINK		604117