

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chrome Systems, Inc.		06/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A. as Administrative Agent
Street Address:	P O Box 2558
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2522490	AUTOBRIDGE
Registration Number:	2630355	AUTOBUILDER
Registration Number:	2634353	AUTOPORTER
Registration Number:	2712638	AUTOTRANSMISSION
Registration Number:	2262685	C/D3
Registration Number:	2459440	CHROME
Registration Number:	2461319	CHROME
Registration Number:	2868266	CHROME ARCHIVES
Registration Number:	2567030	CHROME AUTOBUILDER
Registration Number:	2503037	CHROME CARBOOK
Registration Number:	2766438	CHROME INVENTORY EVERYWHERE
Registration Number:	2330292	CHROME.COM
Registration Number:	2688668	DRIVING AUTOMOTIVE COMMERCE
Registration Number:	2459439	DRIVING AUTOMOTIVE E-COMMERCE

CH \$540.00 2522490

Registration Number:	2366377	FUELED BY CHROME
Registration Number:	2368629	FUELED BY CHROME
Registration Number:	2509805	LOTRUNNER
Registration Number:	1617404	PC CARBOOK
Registration Number:	2600433	PC CARBOOK
Registration Number:	2179954	POWERFUL INFORMATION TOOLS FOR THE AUTOMOTIVE INDUSTRY
Registration Number:	2477938	THE CHROME STANDARD

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@t-t.com
Correspondent Name: Christine Wilson
Address Line 1: 1750 K Street, NW
Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	07/12/2005

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Chrome Systems, Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, DealerTrack, Inc., DealerTrack Holdings, Inc. (each a "**Borrower**" and, together the "**Borrowers**"), the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (the "**Administrative Agent**") and LC Issuing Bank, are parties to a Credit Agreement dated as of April 15, 2005 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of April 15, 2005 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrowers, the Subsidiary Guarantors party thereto and the Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrowers and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Guarantee, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application (other than intent to use trademark applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.


The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of June, 2005.

CHROME SYSTEMS, INC.

By: 
Name: Eric Jacobs
Title: Secretary

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TRADEMARK
REEL: 003120 FRAME: 0005

Acknowledged:

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

By: 
Name: _____
Title: **DAVID F. GIBBS**
SENIOR VICE PRESIDENT

NY1020916

TRADEMARK
REEL: 003120 FRAME: 0007

Schedule 1
to Trademark
Security Agreement

CHROME SYSTEMS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AUTOBRIDGE	Reg. #2522490 Serial #76244054	12/25/01 – REGISTERED
AUTOBUILDER	Reg. #2630355 Serial #76176805	10/8/02 – REGISTERED
AUTOPORTER	Reg. #2634353 Serial #76209348	10/15/02 – REGISTERED
AUTOTRANSMISSION	Reg. #2712638 Serial #76209347	5/6/03 – REGISTERED
C/D3	Reg. #2262685 Serial #75453883	7/20/99 – REGISTERED
CHROME	Reg. #2459440 Serial #75911121	6/12/01 – REGISTERED
CHROME (stylized)	Reg. #2461319 Serial #75911120	6/19/01 – REGISTERED
CHROME ARCHIVES	Reg. #2868266 Serial #76210698	8/3/04 – REGISTERED
CHROME AUTOBUILDER	Reg. #2567030 Serial #76166911	5/7/02 – REGISTERED
CHROME CARBOOK	Reg. #2503037 75911112	10/30/01 – REGISTERED
CHROME INVENTORY EVERYWHERE	Reg. #2766438 Serial #76419297	9/23/03 – REGISTERED

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CHROME.COM	Reg. #2330292 Serial #75503736	1/23/01 – Corrected Certificate of Registration issued
DRIVING AUTOMOTIVE COMMERCE	Reg. #2688668 Serial #76418274	2/18/03 – REGISTERED
DRIVING AUTOMOTIVE E-COMMERCE	Reg. #2459439 Serial #75911118	6/12/01 – REGISTERED
FUELED BY CHROME	Reg. #2366377 Serial #75779477	7/11/00 – REGISTERED
FUELED BY CHROME and Design	Reg. #2368629 Serial #75780829	7/18/00 – REGISTERED
LOTRUNNER	Reg. #2509805 Serial #76176801	11/20/01 – REGISTERED
PC CARBOOK (stylized)	Reg. #1617404 Serial #73822680	3/17/01 – NOTICE OF ACCEPTANCE OF §8 & 9 RENEWAL DECLARATIO N ISSUED 10/16/00 – §8 & 9 renewal declaration filed by PTO 10/16/00 – §8 & 9 renewal declaration sent to PTO 3/11/97 – Assignment re corporate name change recorded at Reel/Frame 1562/0347 1/13/97 – §8 & 15 declaration accepted by PTO 10/1/96 – §8 & 15 declaration

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PC CARBOOK

Reg. #2600433
Serial #76148418

sent to PTO
10/16/90 –
REGISTERED

POWERFUL INFORMATION TOOLS
FOR THE AUTOMOTIVE INDUSTRY

Reg. #2179954
Serial #75187189

7/30/02 –
REGISTERED
6/24/04 – §8 &
15 Declaration
filed by Silicon
Valley Bank
5/24/04 – Per
Phyllis, don't file
§8 & 15
declarations;
allow mark to
lapse

8/11/98 –
REGISTERED
3/13/98 – Notice
of Publication
issued

12/23/97 –
Amendment and
Response to
Office Action
No. 1 sent to
PTO

6/27/97 – Office
Action No. 1
issued

10/24/96 – Filing
Receipt issued

10/23/96 –
Application sent
to PTO

THE CHROME STANDARD and
Design

Reg. #2477938
Serial #76098895

8/14/01 –
REGISTERED

U.S. TRADEMARK APPLICATIONS

TRADEMARK

None

REG. NO.

REG. DATE

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TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
<u>None</u>	<u></u>	<u></u>	<u></u>

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