

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUTOLAND, INC.		10/14/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CENTRE AUTOLAND LLC
Street Address:	11766 Wilshire Boulevard, Suite 890
Internal Address:	c/o Centre Partners Management LLC
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2866138	ADVOCAR.NET
Registration Number:	2866139	DRIVING RESULTS
Registration Number:	2743128	ADVOCAR
Registration Number:	1453504	MBI
Registration Number:	2722050	DRIVING SATISFACTION
Serial Number:	78425705	AUTOLAND

CORRESPONDENCE DATA

Fax Number: (212)326-2061
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-326-2053
 Email: rroel@omm.com
 Correspondent Name: Richard Roel, c/o O'Melveny & Myers LLP
 Address Line 1: Times Square Tower, 7 Times Square Tower
 Address Line 4: New York, NEW YORK 10036

CH \$165.00 2866138

ATTORNEY DOCKET NUMBER:	145098-044
NAME OF SUBMITTER:	/Richard Roel/212-326-2053
Signature:	/Richard Roel/
Date:	10/18/2005
Total Attachments: 4 source=Autoland Grant of Trademark#page1.tif source=Autoland Grant of Trademark#page2.tif source=Autoland Grant of Trademark#page3.tif source=Autoland Grant of Trademark#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

Dated as of October 14, 2005

WHEREAS, AUTOLAND, INC., a California corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Zag.com Inc., a Delaware corporation ("**Company**"), has entered into a Secured Promissory Note dated as of October 14, 2005 (said Note, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Note**") with Centre Autoland LLC, a Delaware corporation, as Holder ("**Secured Party**") pursuant to which Holder is extending credit to Company; and

WHEREAS, Grantor has executed and delivered that certain Guaranty dated as of October 14, 2005 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Note and the other Transaction Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 14, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event

any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

AUTOLAND, INC.

By: 

Name: Ronald L. Frey, Jr.

Title: Chief Executive Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Autoland, Inc.	ADVOCAR.NET	2866138	2004-07-27
Autoland, Inc.	DRIVING RESULTS	2866139	2004-07-27
Autoland, Inc.	ADVOCAR	2743128	2003-07-29
Autoland, Inc.	MBI	1453504	1987-08-18
Autoland, Inc.	DRIVING SATISFACTION	2722050	2003-06-03

TRADEMARK APPLICATIONS

<u>Applicant</u>	<u>Trademark Description</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
Autoland, Inc.	AUTOLAND	78425705	2004-05-26