

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |                   |                       |
|------------------------------|--|-------------------|-----------------------|
| SUBMISSION TYPE:             |  | NEW ASSIGNMENT    |                       |
| NATURE OF CONVEYANCE:        |  | SECURITY INTEREST |                       |
| CONVEYING PARTY DATA         |  |                   |                       |
| Name                         | Formerly   | Execution Date    | Entity Type           |
| Autoweb Communications, Inc. |  | 08/07/2007        | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA         |  |                   |                       |
| Name:                        | Silicon Valley Bank  |                   |                       |
| Street Address:              | 230 West Monroe Street   |                   |                       |
| Internal Address:            | Suite 720  |                   |                       |
| City:                        | Chicago  |                   |                       |
| State/Country:               | ILLINOIS   |                   |                       |
| Postal Code:                 | 60606  |                   |                       |
| Entity Type:                 | CORPORATION: CALIFORNIA  |                   |                       |
| PROPERTY NUMBERS Total: 1    |  |                   |                       |
| Property Type                | Number   | Word Mark         |                       |
| Registration Number:         | 2142452  | AUTOWEB           |                       |
| CORRESPONDENCE DATA          |  |                   |                       |
| Fax Number:                  | (703)415-1557  |                   |                       |
|                              | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                   |                       |
| Phone:                       | 703-415-1555   |                   |                       |
| Email:                       | mail@specializedpatent.com   |                   |                       |
| Correspondent Name:          | Christopher E. Kondracki   |                   |                       |
| Address Line 1:              | 2001 Jefferson Davis, Hwy., Suite 1007   |                   |                       |
| Address Line 4:              | Arlington, VIRGINIA 22202  |                   |                       |
| ATTORNEY DOCKET NUMBER:      | 7080802  |                   |                       |
| NAME OF SUBMITTER:           | Christopher E. Kondracki   |                   |                       |
| Signature:                   | /Christopher E. Kondracki/   |                   |                       |
| Date:                        | 08/16/2007   |                   |                       |

CH \$40.00 2142452

Total Attachments: 3  
source=Autoweb#page1.tif  
source=Autoweb#page2.tif  
source=Autoweb#page3.tif

## CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made this 7th day of August, 2007, by and between **SILICON VALLEY BANK**, a California corporation and with a loan production office located at 230 West Monroe Street, Suite 720, Chicago, Illinois (the "Creditor") and **AUTOWEB COMMUNICATIONS, INC.**, a Michigan corporation with its chief executive office located at 1688 Star Batt, Rochester Hill, Michigan 48309 (the "Debtor"),

### WITNESSETH THAT:

WHEREAS, as of August 7, 2007, the Creditor and the Debtor entered into a Intellectual Property Security Agreement (the "Security Agreement") and certain other related documents; and

WHEREAS, pursuant to the Security Agreement, the Debtor granted to the Creditor a security interest in certain trademarks, registrations and applications for registration thereof, associated goodwill and other rights in the United States of America;

Now, therefore the parties hereto, agree as follows:

1. Definitions. Capitalized terms used in this Confirmation of Security Agreement and not otherwise defined herein are used in the sense as, and have the meaning defined in the Security Agreement.

2. Debtor's Confirmation of Assumption.

a. The Debtor hereby confirms that it is bound by, the Security Agreement. The Debtor affirms that it has granted a security interest to the Creditor in all of the Collateral referred to in the Security Agreement, whether now existing or hereafter acquired by the Debtor. The Collateral includes, but is not limited to the following:

| <u>Trademark</u>                  | <u>Country</u>        | <u>Serial or<br/>Registration<br/>No.</u> | <u>Status</u> |
|-----------------------------------|-----------------------|---|---------------|
| AUTOWEB                           | United States         | 2,142,452                                 | Registered    |
| AUTOWEB                           | Brazil                | 828893616                                 | Pending       |
| AUTOWEB                           | Mexico                | 627,391                                   | Registered    |
| AUTOWEB<br>COMMUNICATIONS<br>INC. | Japan                 | 4,309,516                                 | Registered    |
| AUTOWEB                           | European<br>Community | 849,760                                   | Registered    |

The Collateral includes all rights associated with said marks, goodwill, registrations and applications for registration thereof, including but not limited to the right to sue and recover for past infringement thereof. Notwithstanding the foregoing, the Collateral shall not include, and no security interest shall be deemed granted in, any application for Trademark registration until such time as a Statement of Use is filed and accepted in the U.S. Patent and Trademark Office.

b. The Debtor hereby recognizes and confirms as applicable to itself and to the security interest herein referred to all financing statements and other notices heretofore filed in the United States of America with respect to the Security Agreement.

c. The parties acknowledge and affirm that the rights and remedies of the parties hereto with respect to the security interest in the 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 the event of any direct conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed as of the date first above written by an officer thereunto duly authorized.

Confirmation

6. Aug. 2007 22:03

Nr. 1607 S. 7

DEBTOR

AUTOWEB COMMUNICATIONS, INC.

By: 

Its: Nino DiGosmo

CEO

1026573.1