

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Second Lien (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automotive.com		08/15/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3217243	AUTOMOTIVE.COM	
Registration Number:	3221748	AUTOMOTIVE.COM WHERE YOUR CAR SEARCH BEGINS	
Registration Number:	3232614	GOTCHA! THE DO'S & DON'TS OF CAR BUYING	
Registration Number:	1580038	INTELLICHOICE	
Registration Number:	2750540	INTELLICHOICE	
Registration Number:	3334544		
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-408-3121 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 3217243

ATTORNEY DOCKET NUMBER:	703662
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/29/2008
Total Attachments: 6 source=8-29-08 Automotive-TM#page1.tif source=8-29-08 Automotive-TM#page2.tif source=8-29-08 Automotive-TM#page3.tif source=8-29-08 Automotive-TM#page4.tif source=8-29-08 Automotive-TM#page5.tif source=8-29-08 Automotive-TM#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2008, by Automotive.com, Inc. (the "Grantor"), in favor of CITICORP NORTH AMERICA, INC. ("CNAI"), as administrative agent and collateral agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity as collateral agent, the "Collateral Agent").

W i t n e s s e t h:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of August 1, 2007, among SOURCE INTERLINK COMPANIES, INC. (the "Borrower"), the Guarantors party thereto, the Lenders party thereto, CNAI, as administrative agent and collateral agent, and JPMORGAN CHASE BANK, N.A., as syndication agent (the "Syndication Agent", and together with the Collateral Agent, the "Agents"), as supplemented by that certain Counterpart Agreement (the "Counterpart Agreement") dated August 15, 2008 by and between the Grantor and CNAI (as so supplemented and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Loan Agreement pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is party to that certain Term Loan Pledge and Security Agreement dated as of August 1, 2007, in favor of the Collateral Agent for the benefit of the Secured Parties, as supplemented by the Counterpart Agreement (as so supplemented, the "Pledge and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the

Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those listed opposite its name on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present and future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, any United States Trademark application that is based on an intent-to-use interest, unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

Section 3. Pledge and Security Agreement

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOMOTIVE.COM, INC.,
as Grantor

By: 

Name: Marc Eierman
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOMOTIVE.COM,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.
as Collateral Agent

By: Caesar W. Wyszomirski
Name: CAESAR W. WYSZOMIRSKI
Title: VP

[Trademark Security Agreement - Term Loan]

TRADEMARK
REEL: 003844 FRAME: 0561

Schedule I

to

Trademark Security Agreement

GRANTOR	REG./AP. NO.	MARK
Automotive.com, Inc.	3217243	AUTOMOTIVE.COM & Design
Automotive.com, Inc.	3221748	AUTOMOTIVE.COM Where Your Car Search Begins (Stylized)
Automotive.com, Inc.	3232614	GOTCHA! The Do's and Don'ts of Car Buying & Design
Automotive.com, Inc.	1580038	INTELLICHOICE
Automotive.com, Inc.	2750540	INTELLICHOICE
Automotive.com, Inc.	3334544	STEERING WHEEL DESIGN (automotive.com)