

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUTOTRADER.COM, INC.		06/14/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	7000 CENTRAL PARKWAY, SUITE 600
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2301301	AUTO MART
Registration Number:	1569635	AUTO MART
Registration Number:	3271840	AUTO MART .COM
Registration Number:	2401930	AUTOBIOGRAPHY
Registration Number:	3619400	AUTOMART
Registration Number:	3156454	AUTOMART.COM
Registration Number:	3188924	AUTOMERCADO.COM
Registration Number:	3236226	CARS GO FASTER!
Registration Number:	3236224	CARSPOT
Registration Number:	3241481	PRO
Registration Number:	3311850	S
Registration Number:	3171118	THE SMARTER PLACE TO BUY AND SELL A CAR
Registration Number:	3713898	TURN 2
Registration Number:	3236299	CRACK JET

OP \$540.00 2301301

Registration Number:	3512434	WHAT WE DO WORKS
Registration Number:	2542258	YOUR CAR IS WAITING
Registration Number:	3571134	THE ULTIMATE AUTOMOTIVE MARKETPLACE
Registration Number:	1320674	DEALS ON WHEELS
Registration Number:	2308694	DEALS ON WHEELS
Serial Number:	77412093	CARGASM
Serial Number:	77248073	SOLO

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35791
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/14/2010

Total Attachments: 7
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AUTOTRADER.COM, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: DELAWARE
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) JUNE 14, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address: _____

Street Address: 7000 CENTRAL PARKWAY, SUITE 600

City: ATLANTA

State: GEORGIA

Country: USA Zip: 30328

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

JUNE 14, 2010

Signature

Date

ALEXANDER L KAIN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 14, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of June 14, 2010 (the “**Pledge and Security Agreement**”) among AutoTrader.com, Inc. (the “**Borrower**”), certain Subsidiaries of the Borrower party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any and all of the following assets, in each case whether now owned or hereafter acquired and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, Internet domain name licenses, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications required to be set forth on Schedule A under the heading “Trademark Registrations and Applications” (as such schedule may be supplemented or amended from time to time pursuant hereto), (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 any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill,

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; provided that Trademark Collateral shall not include Excluded Assets

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm 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. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered

shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

AUTOTRADER.COM, INC.

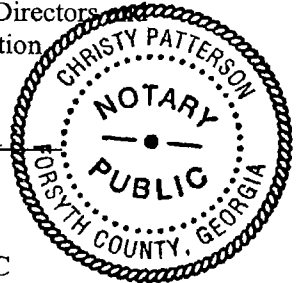
By: [Signature]
Name: David B. Amundson
Title: Vice President - Finance

STATE OF Georgia)
COUNTY OF Forsyth) ss.

On this 11th day of June, 2010 before me personally appeared David Amundson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Autotrader.com, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors that he/she acknowledged said instrument to be the free act and deed of said corporation.

Christy Patterson
Notary Public
Forsyth County
State of Georgia
My Commission Expires August 8, 2012

Christy Patterson
Notary Public



ATC IP LICENSE HOLDINGS, LLC

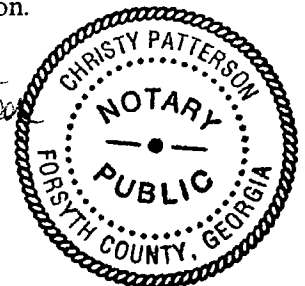
By: [Signature]
Name: David B. Amundson
Title: Vice President - Finance

STATE OF Georgia)
COUNTY OF Forsyth) ss.

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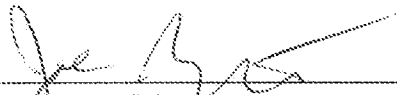
Christy Patterson
Notary Public
Forsyth County
State of Georgia
My Commission Expires August 8, 2012

Christy Patterson



[Signature Page to Trademark Security Agreement]

Accepted and Agreed:
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Joe Mynatt
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
AutoTrader.com, Inc.	AUTO MART	094315
Autotrader.com, Inc.	AUTO MART	2,301,301
Autotrader.com, Inc.	AUTO MART	1,569,635
Autotrader.com, Inc.	AUTO MART.COM	3,271,840
AutoTrader.com, Inc.	AUTOBIOGRAPHY	2,401,930
Autotrader.com, Inc.	AUTOMART and DESIGN	3,619,400
Autotrader.com, Inc.	AUTOMART.COM	3,156,454
Autotrader.com, Inc.	AUTOMERCADO.COM	3,188,924
AutoTrader.com, Inc.	CARS GO FASTER!	3,236,226
AutoTrader.com, Inc.	CARSPOT	3,236,224
AutoTrader.com, Inc.	PRO	3,241,481
AutoTrader.com, Inc.	S and DESIGN	3,311,850
AutoTrader.com, Inc.	THE SMARTER PLACE TO BUY AND SELL A CAR	3,171,118
AutoTrader.com, Inc.	TURN 2	3,713,898
AutoTrader.com, Inc.	VINTRUST	3,236,299
AutoTrader.com, Inc.	WHAT WE DO WORKS	3,512,434
AutoTrader.com, Inc.	YOUR CAR IS WAITING	2,542,258
AutoTrader.com, Inc.	THE ULTIMATE AUTOMOTIVE MARKETPLACE	3,571,134
AutoTrader.com, Inc.	DEALS ON WHEELS	1,320,674
AutoTrader.com, Inc.	DEALS ON WHEELS	2,308,694

Trademark Applications

<u>Applicant</u>		<u>Application Number</u>
Autotrader.com, Inc.	CARGASM	77/412,093
Autotrader.com, Inc.	SOLO	77/248,073