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
AutoTrader.com, Inc., a Delaware Corporation		12/15/2010	CORPORATION: DELAWARE
Kelley Blue Book Co., Inc., a California Corporation		12/15/2010	CORPORATION: CALIFORNIA
CDMdata, Inc., a Minnesota Corporation		12/15/2010	CORPORATION: MINNESOTA
vAuto, Inc., a Delaware Corporation		12/15/2010	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:	N.A.: UNITED STATES

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
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

OP $1365.00 1569635

Registration Number:	3171118	THE SMARTER PLACE TO BUY AND SELL A CAR
Registration Number:	3713898	TURN 2
Registration Number:	3236229	VINTRUST
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
Registration Number:	3240674	AUTOSHARE
Registration Number:	2922448	BLUE BOOK
Registration Number:	1907129	KARPOWER
Registration Number:	3410809	KARPOWER ONLINE
Registration Number:	3211238	KBB
Registration Number:	2719795	KBB. COM
Registration Number:	2679776	KELLEY BLUE BOOK
Registration Number:	1142514	KELLEY BLUE BOOK
Registration Number:	1904124	KELLEY BLUE BOOK
Registration Number:	2671144	KELLEY BLUE BOOK OFFICIAL GUIDE
Serial Number:	77949967	LIVEVALUE
Serial Number:	77949969	LIVEVALUE
Serial Number:	77949970	LIVEVALUE
Registration Number:	3141278	MARKET WATCH
Registration Number:	3119546	PERFECT CAR FINDER
Registration Number:	3662060	POCKET KARPOWER
Registration Number:	1907128	POWERSYSTEM
Serial Number:	85127328	REALITY CHECK
Registration Number:	3838955	THE TRUSTED MARKETPLACE
Registration Number:	3067803	THE TRUSTED RESOURCE
Registration Number:	2988162	AUTOOFFICE
Registration Number:	3251227	AUTOOFFICE
Registration Number:	2881942	DIGITAL LOT
Registration Number:	3299939	DIGITALLOT
Registration Number:	3177797	MPOWER

Registration Number:	3781890	AUTOMATCH TECHNOLOGY
Registration Number:	3569643	LIVE MARKET VIEW
Registration Number:	3445857	VAUTO
Serial Number:	77683283	REAL DEAL
Serial Number:	77689833	REAL DEAL REPORT
Serial Number:	85078751	REDWAGON
Serial Number:	77733816	AUTOWRITER
Serial Number:	77879496	VELOCITY
Serial Number:	77879554	VELOCITY MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (800)516-6304

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	12/21/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 15, 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 December 15, 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, company names, business names, fictitious business names, 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 United States 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

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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.

[Remainder of page intentionally left blank]

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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.,
as Grantor

By: _____
Name:
Title:

ATC IP LICENSE HOLDINGS, LLC,
as Grantor

By: _____
Name:
Title:

vAUTO, INC.,
as Grantor

By: _____
Name:
Title:

KELLEY BLUE BOOK CO., INC.,
as Grantor

By: _____
Name:
Title:

APJ HOLDINGS, INC.,
as Grantor

By: _____
Name:
Title:

CDMDATA, INC.,
as Grantor

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

CDM DEALER SERVICES, INC.,
as Grantor

By: _____
Name:
Title:

HN ACQUISITION, INC.,
as Grantor

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Kathleen H. Ready
Title: Managing Director

Signature Page to Trademark Security Agreement

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrant	Mark	Serial No.	Filing Date	Registration No.	Registration Date
AutoTrader.com, Inc.	AUTO MART	73/777,561	01/30/1989	1,569,635	12/05/1989
AutoTrader.com, Inc.	AUTO MART.COM	78/805,564	02/02/2006	3,271,840	07/31/2007
AutoTrader.com, Inc.	AUTOBIOGRAPHY	75/828,749	10/22/1999	2,401,930	11/07/2000
AutoTrader.com, Inc.	AUTOMART and DESIGN	77/615,924	11/17/2008	3,619,400	05/12/2009
AutoTrader.com, Inc.	AUTOMART.COM	78/579,447	03/03/2005	3,156,454	10/17/2006
AutoTrader.com, Inc.	AUTOMERCADO.COM	78/662,419	07/01/2005	3,188,924	12/26/2006
AutoTrader.com, Inc.	CARS GO FASTER!	78/748,568	11/07/2005	3,236,226	05/01/2007
AutoTrader.com, Inc.	CARSPOT	78/748,544	11/07/2005	3,236,224	05/01/2007
AutoTrader.com, Inc.	PRO	78/748,806	11/07/2005	3,241,481	05/15/2007
AutoTrader.com, Inc.	S and DESIGN	78/748,790	11/07/2005	3,311,850	10/16/2007
AutoTrader.com, Inc.	THE SMARTER PLACE TO BUY AND SELL A CAR	78/751,064	11/10/2005	3,171,118	11/14/2006
AutoTrader.com, Inc.	TURN 2	77/462,879	05/01/2008	3,713,898	11/24/2009
AutoTrader.com, Inc.	VINTRUST	78/748,723	11/07/2005	3,236,229	05/01/2007
AutoTrader.com, Inc.	WHAT WE DO WORKS	77/447,780	04/14/208	3,512,434	10/07/2008
AutoTrader.com, Inc.	YOUR CAR IS WAITING	75/916,323	02/11/2000	2,542,258	02/26/2002
AutoTrader.com, Inc.	THE ULTIMATE AUTOMOTIVE MARKETPLACE	77/171,044	05/02/2007	3,571,134	02/10/2009
AutoTrader.com, Inc.	DEALS ON WHEELS	73/471,570	03/22/1984	1,320,674	02/19/1985
AutoTrader.com, Inc.	DEALS ON WHEELS	75/508,493	06/25/1998	2,308,694	01/18/2000
AutoTrader.com, Inc.	CARGASM	77/412,093	03/04/2008	-	-
AutoTrader.com, Inc.	SOLO	77/248,073	08/06/2007	-	-
Kelley Blue Book Co., Inc.	AUTOSHARE	78/692,902	08/15/2005	3,240,674	05/08/2007
Kelley Blue Book Co., Inc.	BLUE BOOK	76/573,462	01/30/2004	2,922,448	02/01/2005
Kelley Blue Book Co., Inc.	KARPOWER	74/460,124	11/18/1993	1,907,129	07/25/1995
Kelley Blue Book Co., Inc.	KARPOWER ONLINE	78/868,870	04/25/2006	3,410,809	04/08/2008
Kelley Blue Book Co., Inc.	KBB	78/870,340	04/26/2006	3,211,238	02/20/2007
Kelley Blue Book Co., Inc.	KBB.COM	76/179,368	12/12/2000	2,719,795	03/27/2003
Kelley Blue Book Co., Inc.	KELLEY BLUE BOOK	76/188,534	12/29/2000	2,679,776	01/28/2003
Kelley Blue Book Co., Inc.	KELLEY BLUE BOOK OFFICIAL GUIDE SEAL	73/198,130	12/26/1978	1,142,514	12/09/1980
Kelley Blue Book Co., Inc.	KELLEY BLUE BOOK OFFICIAL GUIDE SEAL	74/115,001	11/13/1990	1,904,124	07/11/1995
Kelley Blue Book Co., Inc.	KELLEY BLUE BOOK OFFICIAL GUIDE SEAL	76/188,867	12/29/2000	2,671,144	01/07/2003
Kelley Blue Book Co., Inc.	LIVEVALUE	77/949,967	03/03/2010	-	-
Kelley Blue Book Co., Inc.	LIVEVALUE	77/949,969	03/03/2010	-	-
Kelley Blue Book Co., Inc.	LIVEVALUE	77/949,970	03/03/2010	-	-
Kelley Blue Book Co., Inc.	MARKET WATCH	78/550,422	01/19/2005	3,141,278	09/12/006
Kelley Blue Book Co., Inc.	PERFECT CAR FINDER	78/557,312	01/31/2005	3,119,546	07/25/2006
Kelley Blue Book Co., Inc.	POCKET KARPOWER	78/868,873	04/25/2006	3,662,060	07/28/2009
Kelley Blue Book Co., Inc.	POWERSYSTEM	74/460,120	11/18/1993	1,907,128	07/25/1995
Kelley Blue Book Co., Inc.	REALITY CHECK	85/127,328	09/10/2010	-	-
Kelley Blue Book Co., Inc.	THE TRUSTED MARKETPLACE	77/750,929	06/03/2009	3,838,955	08/24/2010
Kelley Blue Book Co., Inc.	THE TRUSTED RESOURCE	78/550,442	01/19/2005	3,067,803	03/14/2006
CDMdata, Inc.	AUTOOFFICE (stylized)	78/321,212	10/30/2003	2,988,162	08/23/2005
CDMdata, Inc.	AUTOOFFICE	78/870,329	04/26/2006	3,251,227	06/12/2007

CDM data, Inc.	DIGITAL LOT	75/755,945	07/20/1999	2,881,942	09/07/2004
CDMdata, Inc.	DIGITALLOT	78/869,374	04/25/2006	3,299,939	09/25/2007
vAuto, Inc.	MPOWER	78/397,243	04/06/2004	3,177,797	11/28/2006
vAuto, Inc.	AUTOMATCH TECHNOLOGY	77/503,300	06/19/2008	3,781,890	04/27/2010
vAuto, Inc.	LIVE MARKET VIEW	77/503,394	06/19/2008	3,569,643	02/03/2009
vAuto, Inc.	VAUTO	77/09,429	12/07/2006	3,445,857	06/0/2008
vAuto, Inc.	REAL DEAL	77/683,283	03/04/2009	-	-
vAuto, Inc.	REAL DEAL REPORT	77/689,833	03/12/2009	-	-
vAuto, Inc.	REDWAGON	85/078,751	07/06/2010	-	-
vAuto, Inc.	AUTOWRITER	77/733,816	05/11/2009	-	-
vAuto, Inc.	VELOCITY	77/879,496	11/24/2009	-	-
vAuto, Inc.	VELOCITY MANAGEMENT	77/879,554	11/04/2009	-	-