

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VinSolutions, LLC	FORMERLY VinStickers, LLC	06/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	VINAcquisition, Inc.
Street Address:	3003 Summit Boulevard
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30319
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3284006	VINSTICKERS
Registration Number:	3383593	VINBROCHURES
Serial Number:	85169112	VINSTICKERS
Serial Number:	85184465	VINCAMERA
Serial Number:	85184497	VINCAMERA
Serial Number:	85192123	VINSOLUTIONS.COM
Serial Number:	85184703	VINLENS
Serial Number:	85168994	MOTOSNAP

CORRESPONDENCE DATA

Fax Number: (202)776-4981
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202) 776-2351
 Email: trademark@dowlohnes.com
 Correspondent Name: Kristin Leavy

OP \$215.00 3284006

Address Line 1: 1200 New Hampshire Avenue, N.W.
Address Line 2: Suite 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	08360.7009
NAME OF SUBMITTER:	Kristin M. Leavy
Signature:	/Kristin M. Leavy/
Date:	07/07/2011

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of June 16, 2011, is entered into by and between VinSolutions, LLC (f/k/a VinStickers, LLC), a Delaware limited liability company (the "Assignor"), and VINAcquisition, Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of May 18, 2011, by and among the Assignor, AutoTrader.com, Inc., a Delaware corporation (the "Purchaser"), and the Core Members (the "Purchase Agreement"), the Assignor has agreed to sell, assign, transfer, convey and deliver the Assets to the Purchaser;

WHEREAS, pursuant to the Assignment and Assumption of Rights dated as of June 15, 2011, by and between the Purchaser and the Assignee, the Purchaser has assigned, transferred, conveyed and delivered to the Assignee all right, title and interest in and to, and all obligations under, the Purchase Agreement;

WHEREAS, the Assignor is the owner of the following marks, which have either been registered with the United States Patent and Trademark Office, or are subject to pending applications for registration with the United States Patent and Trademark Office (collectively, the "Marks"):

Mark	Ser./Reg. No.	Full Goods/Services	Int'l Classes
VINSTICKERS	SN 85/169,112	Paper goods and printed matter, namely, window stickers	16
VINCAMERA	SN 85/184,465	Digital cameras, driver license scanners and batteries	9
VINCAMERA	SN 85/184,497	Online non-downloadable software available by subscription for use by automotive dealerships in inventory management and internet marketing	42
VINSOLUTIONS.COM (and Design)	SN 85/192,123	Providing online, non-downloadable software for use by automotive dealerships that allows users to perform internet lead management, customer relationship management and inventory management; designing and creating websites for others	42
VINLENS	SN 85/184,703	Online, non-downloadable software available by subscription that provides automotive dealerships with real time integrated customer relationship management intelligence	42

Mark	Ser./Reg. No.	Full Goods/Services	Int'l Classes
MOTOSNAP	SN 85/168,994	Providing online, non-downloadable software for use by automotive dealerships that allows users to perform customer relationship management	42
VINSTICKERS	RN 3,284,006	Providing on-line, non-downloadable marketing software for automotive dealerships allowing them to manage and advertise inventory on the internet, manage photos of inventory on the internet, generate leads obtained through the internet, generate web sites on the internet, and automatically create buyer's guides when vehicles reach their lots	42
VINBROCHURES	RN 3,383,593	Downloadable marketing brochures and information sheets for the automotive industry	9

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title and interest in and to the Marks, the applications and registrations therefor, and the goodwill associated therewith, pursuant to this Assignment and the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Marks. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and its successors and its assigns, forever, the Assignor's right, title and interest in and to the Marks, including the applications and registrations therefor and the goodwill of the business symbolized thereby, and the Assignee does hereby accept such assignment from the Assignor.

2. Entire Agreement. This Assignment is one of the Transaction Documents to be delivered in consummation of the transactions contemplated by the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement or any rights (including, without limitation, rights to indemnification or for damages) or obligations of the parties under the Purchase Agreement and, to the extent of any conflict between the Purchase Agreement and this Assignment, the terms and provisions of the Purchase Agreement shall prevail. Sections 11.01, 11.02, 11.03, 11.04, 11.05, 11.07, 11.08, 11.09, 11.10, 11.11, 11.12, 11.13 and 11.14 of the Purchase Agreement are hereby incorporated herein by reference.


3. Capitalized Terms. Capitalized terms used herein, but not otherwise defined, shall have the respective meanings set forth in the Purchase Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

VINSOLUTIONS, LLC

By: 
Name: Michael Dullea
Title: President

ASSIGNEE:

VINACQUISITION, INC.

By: _____
Name: Charles N. Bowen
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

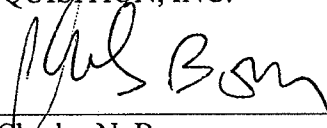
ASSIGNOR:

VINSOLUTIONS, LLC

By: _____
Name: Michael Dullea
Title: President

ASSIGNEE:

VINACQUISITION, INC.

By:  _____
Name: Charles N. Bowen
Title: Secretary

[Signature Page to Trademark Assignment]