

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TrueCar, Inc.	FORMERLY Zag.com, Inc.	06/13/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054-1191		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	85279849	CHANGING HOW CARS ARE SOLD	
Serial Number:	85279842	KNOW THE REAL PRICE	
Serial Number:	85393100	WITH TRUECAR.COM, YOU'LL KNOW THE REAL PRICE BEFORE YOU LEAVE YOUR HOME	
Serial Number:	85385128	TRUEVIEW	
Serial Number:	85385121	TRUEVIEW	
Serial Number:	85266088	GREAT PRICE, GOOD PRICE, ABOVE MARKET	
Serial Number:	85117877	TRUETRENDS	
Serial Number:	77797984	TRUEINSURANCE	
Serial Number:	77797982	TRUEFINANCE	
Serial Number:	77797974	TRUEAVERAGE	
Serial Number:	77797971	TRUEINDEX	
Serial Number:	77963610	TRUELOAN	
Serial Number:	77963594	TRUEHOME	
Serial Number:	77886834	CLEARBOOK	

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**TRADEMARK**

Serial Number:	77886831	TRUETRUCK
Serial Number:	77864246	TRUETRADE
Serial Number:	77981789	CLEARBOOK
Serial Number:	77963608	TRUEQUOTE
Serial Number:	77915751	TRUEBUZZ
Serial Number:	77707917	TRUECAR
Serial Number:	78638376	Z ZAG
Serial Number:	78638368	ZAG

**CORRESPONDENCE DATA**

Fax Number: 8586385130

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 858-638-6730

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-228
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	07/03/2012

Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and TRUECAR, INC. (F/K/A ZAG.COM INC.) ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank, Grantor and the other Borrowers party thereto dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those registered Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. Bank agrees to release its security interests in the Intellectual Property (i) upon payment in full of all outstanding principal and interest owed to Bank under the Loan Agreement or (ii) pursuant to the terms and conditions set forth in the Loan Agreement.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

TRUECAR, INC. (F/K/A ZAG.COM INC.)

225 Santa Monica Blvd, 6th Floor  
Santa Monica, CA, 90401

By: 

Title: VP, Corporate Development

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: 

Title: RELATIONSHIP MANAGER

Attn: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System and methods of matching purchase request with consummated sales	11968137	12/31/07
System and methods for upfront vehicle pricing	12179164	07/24/08
System and method for the analysis of pricing data including pricing flexibility for vehicles and other commodities	12896107	10/01/10
System and method for the utilization of pricing models in the aggregation, analysis presentation and monetization of pricing data for vehicles and other commodities	12896145	10/01/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CHANGING HOW CARS ARE SOLD	85279849	03/29/11
KNOW THE REAL PRICE	85279842	03/29/11
WITH TRUECAR.COM, YOU'LL KNOW THE REAL PRICE BEFORE YOU LEAVE YOUR HOME	85393100	08/09/11
TRUEVIEW	85385128	07/29/11
TRUEVIEW	85385121	07/29/11
GREAT PRICE, GOOD PRICE, ABOVE MARKET	85266088	03/14/11
TRUETRENDS	85117877	08/27/11
TRUEINSURANCE	77797984	08/05/09
TRUEFINANCE	77797982	08/05/09
TRUEAVERAGE	77797974	08/05/09
TRUEINDEX	77797971	08/05/09
TRUELOAN	77963610	03/19/10
TRUEHOME	77963594	03/19/10
CLEARBOOK	77886834	12/04/09
TRUETRUCK	77886831	12/04/09
TRUETRADE	77864246	11/03/09
CLEARBOOK	77981789	12/04/09
TRUEQUOTE	77963608	03/19/10
TRUEBUZZ	77915751	01/20/10
TRUECAR	77707917	04/06/09
Z ZAG	78638376	05/26/05
ZAG	78638368	05/26/05

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