

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
Autobytel Inc.		09/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Autoweb, Inc.		
Street Address:	3250 NE 1st Ave, Suite 915		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33137		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2421107	AUTOWEB.COM	
Registration Number:	2421108	AUTOWEB	
CORRESPONDENCE DATA			
Fax Number:	7739354020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	773-935-3920		
Email:	brian.fons@corpcreations.com		
Correspondent Name:	Brian Fons		
Address Line 1:	3023 N Clark Street #318		
Address Line 4:	Chicago, ILLINOIS 60657		
NAME OF SUBMITTER:	Brian Fons		
Signature:	/Brian Fons/		
Date:	10/01/2013		

OP \$65.00 2421107

Total Attachments: 7

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TRADEMARKS ASSIGNMENT AGREEMENT

This Trademarks Assignment Agreement (this "Agreement") is made as of September 18, 2013, by and between AUTOBYTEL INC., a Delaware corporation (the "Assignor"), and AUTOWEB, INC., a Delaware corporation (the "Assignee").

WHEREAS, Assignee and Assignor, have entered into that certain Contribution Agreement, dated as of September 18, 2013 (the "Contribution Agreement"), pursuant to which Assignor has agreed to contribute the Contributed Assets (as such term is defined in the Contribution Agreement) to Assignee in exchange for certain capital stock of Assignee as described more fully therein;

WHEREAS, pursuant to Section 2.06 of the Contribution Agreement, Assignor is required, subject to waiver by Assignee, to deliver this Agreement in executed form in connection with the Closing (as such term is defined in the Contribution Agreement);

WHEREAS, the Assignor has agreed to assign the AutoWeb IP (as such term is defined in the Contribution Agreement) to Assignee, and Assignee has agreed to accept such assignment from Assignor pursuant to the terms and conditions of the Contribution Agreement;

WHEREAS, the Assignor is the owner of registrations for the trademarks that are identified in Schedule A hereto (the "Marks") and which are part of the AutoWeb IP.

WHEREAS, in connection with the transactions contemplated in the Contribution Agreement, the Assignor desires to assign to the Assignee all of its right, title and interest in and to the Marks, together with the goodwill and business symbolized thereby.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I RECITALS; ASSIGNMENT OF MARKS

Section 1.1 Recitals. The recitals above are true and correct and are incorporated herein by reference.

Section 1.2 Assignment of Marks. The Assignor hereby contributes, transfers, conveys, assigns and delivers to the Assignee all of the Assignor's worldwide right, title and interest in and to the Marks, whether statutory or at common law, including all registrations and applications therefor, the right to recover for past, present and future infringement, and the goodwill associated with such Marks.

Section 1.3 Further Assurances. The Assignor agrees to execute further papers and to do such other acts as may be necessary or desirable, without further consideration but at Assignee's expense, to vest full right, title and interest in and to the Marks throughout the world in the Assignee or as may be necessary or desirable to obtain, renew, issue or enforce the Marks.

**ARTICLE II
MISCELLANEOUS**

Section 2.1 Headings. The section headings set forth herein are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

Section 2.2 Amendments. This Agreement may be amended, modified or supplemented only by the written agreement of the Assignee and the Assignor.

Section 2.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of law that would apply the laws of another jurisdiction.

Section 2.4 SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(a) THE PARTIES HERETO HEREBY AGREE THAT ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, IF SUCH COURTS LACK SUBJECT-MATTER JURISDICTION, IN THE SUPERIOR COURT OF THE STATE OF DELAWARE), SO LONG AS ONE OF SUCH COURTS SHALL HAVE SUBJECT-MATTER JURISDICTION OVER SUCH SUIT, ACTION OR PROCEEDING, AND THAT ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE DEEMED TO HAVE ARISEN FROM A TRANSACTION OF BUSINESS IN THE STATE OF DELAWARE. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one

and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the date first above written.

ASSIGNOR:

AUTOBYTEL INC.

By: 

Glenn E. Fuller, Executive Vice
President, Chief Legal and
Administrative Officer and
Secretary

ASSIGNEE:

AUTOWEB, INC.

By: 

Name: Jose Vangaj
Title: President

[Signature Page to Trademarks Assignment Agreement]

State of California)
) ss.
County of Orange)

On September 24, 2013, before me, Lezli E. Beach, personally appeared Glenn E. Fuller, Executive Vice President, Chief Legal and Administrative Officer and Secretary of Autobyte Inc., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Notary Public


[Notarization Page to Trademark Assignment Agreement]

State of Florida)
) ss.:
County of Miami-Dade)

On this 27 day of September, 2013, before me personally came Jose J. Vages, to me known and known to me to be the President of AUTOWEB, INC. described in the foregoing instrument, and executed the same in my presence.



[NOTARIAL SEAL]



Notary Public

[Notarization Page to Trademark Assignment Agreement]

SCHEDULE A

MARK	SERIAL NUMBER	FED. REG. NO.	FED. REG. DATE
AUTOWEB	75839159	2421108	January 16, 2001
AUTOWEB.COM	75839158	2421107	January 16, 2011