

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
Haystack Digital Marketing, LLC		05/31/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	VINSolutions, Inc.		
Street Address:	6405 Metcalf Ave., Cloverleaf Bldg. #3		
Internal Address:	Suite 400		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3903970	HAYSTACK	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-815-6500		
Email:	cjames@kilpatricktownsend.com		
Correspondent Name:	Christine P. James, Esq.		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
ATTORNEY DOCKET NUMBER:	96054/897011		
NAME OF SUBMITTER:	Christine P. James		

OP \$40.00 3903970

Signature:	/cpj/
Date:	01/06/2014
Total Attachments: 4 source=Trademark Assignment - Haystack Digital Marketing LLC#page1.tif source=Trademark Assignment - Haystack Digital Marketing LLC#page2.tif source=Trademark Assignment - Haystack Digital Marketing LLC#page3.tif source=Trademark Assignment - Haystack Digital Marketing LLC#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 31, 2013, is entered into by and between Haystack Digital Marketing, LLC, a Florida limited liability company (the "Assignor"), and VINSolutions, Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of April 29, 2013, by and among the Assignor, the Assignee and the Member Parties identified therein (the "Purchase Agreement"), the Assignor has agreed to sell, assign, transfer, convey and deliver the Assets to the Assignee;

WHEREAS, the Assignor is the registered owner of the following mark and pending application for registration with the United States Patent and Trademark Office (collectively, the "Marks"):

Mark	Registration/Serial No.	Goods/Services	Int'l Classes
HAYSTACK	3903970	Providing online search engine advertising for automobile industry.	035
HAYSTAK	85554875	Providing online search engine advertising for automobile industry.	035

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title and interest in and to the Marks and the applications and registrations therefor, and the goodwill associated therewith, in each case 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 assigns, forever, all of 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 any 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, 11.06, 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.

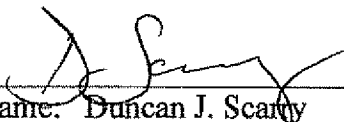
3. Capitalized Terms. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

HAYSTACK DIGITAL MARKETING, LLC



Name: Duncan J. Scarty
Title: Manager

ASSIGNEE:

VINSOLUTIONS, INC.

Name: Dallas S. Clement
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.


ASSIGNOR:

HAYSTACK DIGITAL MARKETING, LLC

.....
Name: Duncan J. Scarry
Title: Manager

ASSIGNEE:

VINSOLUTIONS, INC.


.....
Name: Dallas S. Clement
Title: Vice President