

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
eCarList, LLC		01/13/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	TrueCar, Inc.		
Street Address:	120 Broadway, Ste. 200		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4062212	TRUETARGET	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	32166.900 MRIC		
NAME OF SUBMITTER:	Nathan E. Ferguson		
Signature:	/Nathan E. Ferguson/		

Date:

01/14/2014

Total Attachments: 2

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Exhibit A

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Assignment Agreement**") is made as of the 13th day of January, 2014, by and between TrueCar, Inc., a Delaware corporation with its principal place of business at 120 Broadway, Suite 200, Santa Monica, California 90401 ("**Assignee**"), and eCarList, LLC, a Texas limited liability company with its principal place of business at 5307 E. Mockingbird Lane, Suite 220, Dallas, Texas 75206 ("**Assignor**").

WHEREAS, Assignor and Assignee entered into that certain Trademark Assignment and License Agreement, dated as of even date herewith ("**Agreement**") under which Assignor has agreed to transfer and Assignee has agreed to acquire all of Assignor's right, title and interest throughout the world in and to the TRUETARGET trademark and the associated U.S. trademark Reg. No. 4062212, and the goodwill of the business symbolized by the trademark and registrations therefore (collectively, "**Trademark Rights**");

NOW, THEREFORE, for One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with and subject to the Agreement, Assignor hereby irrevocably sells, transfers, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark Rights, together with any claims, demands, rights of recovery, and causes of action for the past infringement of the TRUETARGET mark.

Assignor also hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and similar officers of states and of foreign countries to record good title to the Trademark Rights in Assignee in accordance with the terms of this Assignment Agreement.

Assignor will, at the reasonable request and expense of Assignee, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Trademark Rights.

The terms and conditions of this Assignment Agreement shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

[Signatures Follow on Next Page]

IN TESTIMONY WHEREOF, TrueCar, Inc. and eCarList, LLC have caused this Assignment Agreement to be executed by duly authorized officers this 13th day of January, 2014.

Assignor:
eCarList, LLC

By: 

Name: Gary Kaplitz

Title: General Counsel

Assignee:
TrueCar, Inc.

By: 

Name: STEWART EASTBERRY

Title: EVF OPT