

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Venture Lending & Leasing VI, Inc.		02/11/2014	CORPORATION:
	Venture Lending & Leasing VII, Inc.		02/11/2014	CORPORATION:
RECEIVING PARTY DATA				
Name:	Carwoo, Inc.			
Street Address:	c/o Western Technology Investment, 104 La Mesa Drive, Suite 102			
City:	Portola Valley			
State/Country:	CALIFORNIA			
Postal Code:	94028			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3831302	CARWOO!	
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:	650-461-6125			
Email:	qlu@wsgr.com			
Correspondent Name:	WSGR, c/o Qui Lu			
Address Line 1:	650 Page Mill Road			
Address Line 2:	FH2-1 P12			
Address Line 4:	Palo Alto, CALIFORNIA 94304			
ATTORNEY DOCKET NUMBER:	32166.000			
NAME OF SUBMITTER:	Qui Lu			
Signature:	/s/ Qui Lu			

CH \$40.00 3831302

Date:

02/26/2014

Total Attachments: 5

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TRADEMARK TRANSFER STATEMENT
(under Uniform Commercial Code Section 9-619)

WHEREAS, Carwoo, Inc., a Delaware corporation ("**Carwoo**"), is the registered owner of certain trademarks and service marks registered and pending in the United States Patent and Trademark Office, pending foreign trademark applications, and common law trademarks and service marks, which are set forth on the Schedule attached hereto (hereinafter collectively referred to as the "**Marks**");

WHEREAS, Carwoo previously granted to each of Venture Lending & Leasing VI, Inc. ("**VLL6**") and Venture Lending & Leasing VII, Inc. ("**VLL7**") and sometimes being referred to herein together with VLL6 as "**Secured Parties**" and individually as a "**Secured Party**") security interests in all of Carwoo's right, title and interest in and to all general intangibles and other personal property owned by Carwoo, including the Marks as security for certain loans which are in default;

WHEREAS, in connection with such security interest, Carwoo and the Secured Parties entered into an Intellectual Property Security Agreement, dated as of April 10, 2013 (the "**Security Agreement**"), which Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5008, Frame 0888;

WHEREAS, Carwoo has defaulted in connection with its secured obligations to Secured Parties;

WHEREAS, each Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on February 11, 2014, the Marks to TrueCar, Inc. ("**Transferee**");

WHEREAS, by reason of the exercise of such post-default remedies, all rights of Carwoo in and to the Marks have been acquired by Transferee; and

WHEREAS, by reason of such transfer, Secured Parties' security interest in and to the Marks have been discharged in full.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all rights of Carwoo in the Marks, free and clear of Secured Parties' security interest, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee and the termination and release of Secured Parties' security interest in and to the Marks.

The mailing address of Carwoo, Secured Parties and the Transferee are as follows:

Carwoo:

Carwoo, Inc.
c/o Western Technology Investment
104 La Mesa Drive, Suite102
Portola Valley, CA 94028
Attention: Chief Financial Officer

Secured Parties:

Venture Lending & Leasing VI, Inc.
Venture Lending & Leasing VII, Inc.
104 La Mesa Drive, Suite102
Portola Valley, CA 94028
Attention: Chief Financial Officer

Transferee:

TrueCar, Inc.
120 Broadway, Suite 200
Santa Monica, CA 90401
Attention: Chief Financial Officer

This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature, and such signature shall be treated as a fully enforceable signature hereto.

[Signature pages follow]

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, each Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 11th day of February, 2014.

SECURED PARTIES:

VENTURE LENDING & LEASING VI, INC.

By: Maurice Werdegar

Name: Maurice Werdegar

Title: President and CEO

VENTURE LENDING & LEASING VII, INC.

By: Maurice Werdegar

Name: Maurice Werdegar

Title: President and CEO

TRANSFEREE:

TRUECAR, INC.

By: _____

Name:

Title:

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, each Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 11th day of February, 2014.

SECURED PARTIES:

VENTURE LENDING & LEASING VI, INC.

By: _____

Name:

Title:

VENTURE LENDING & LEASING VII, INC.

By: _____

Name:

Title:

TRANSFEEEE:

TRUECAR, INC.

By:  _____

Name: Jim Nguyen

Title: Secretary

48046/0021
JTK/446908.2

TRADEMARK
REEL: 005224 FRAME: 0636

Schedule of Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
CARWOO!	Registration Number 3,831,302	Registered on August 10, 2010

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