

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dealertrack Systems, Inc.		05/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3483095	ARKONA	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 251-5027		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1539		
NAME OF SUBMITTER:	Marcela Robledo		
SIGNATURE:	/mr/		
DATE SIGNED:	06/10/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by DEALERTRACK SYSTEMS, INC., a Delaware corporation with an address at 1111 Marcus Ave., Suite M04, Lake Success, NY 11042 (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., a national association with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603 as administrative agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Dealertrack Technologies, Inc., a Delaware corporation, Dealertrack Canada, Inc., an Ontario corporation (collectively, the "Borrowers"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of February 28, 2014 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given to such terms in the Credit Agreement or in the Guarantee and Collateral Agreement referred to below.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into a U.S. Guarantee and Collateral Agreement, dated as of February 28, 2014, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to certain Collateral, including, without limitation, certain of its Trademarks, and has agreed as a condition thereof to execute this Trademark Security Agreement in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable United States Governmental Authorities).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Grant of Security. The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dresses, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States

Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof, including, without limitation, any identified in Schedule 1;

(b) all Trademark Licenses, including, without limitation, any identified in Schedule 1; and

(c) the right to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.


SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.


DEALERTRACK SYSTEMS, INC.

By: 
Name: ERIC JACOBS
Title: EVP, CFO/CAO

[Trademark Security Agreement – Dealertrack Systems, Inc.]

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JPMORGAN CHASE BANK, N.A.

By: 
Name: _____
Title: **Justin B. Kelley**
Vice President

[Trademark Security Agreement – Dealertrack Systems, Inc.]

TRADEMARK
REEL: 005299 FRAME: 0718

Schedule 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	App. No./ Reg. No.
ARKONA	3483095