TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
High Gear Media, Inc.		09/22/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent
Street Address:	Eleven Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4248776	MOTORAUTHORITY
Registration Number:	3998520	HIGH GEAR MEDIA
Registration Number:	2701777	THE CAR CONNECTION

CORRESPONDENCE DATA

Fax Number: 3026365454

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.

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	306482-5
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/22/2014

Total Attachments: 5
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CH $90.00 4248776

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 22, 2014, is made by High Gear Media, Inc., a Delaware corporation (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "Agent") in connection with that certain First Lien Credit Agreement, dated as of July 8, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IB Aggregator I L.P., a Delaware limited partnership ("Parent I"), IB Aggregator II L.P., a Delaware limited partnership ("Parent II"), Indigo Intermediate Co I, LLC, a Delaware limited liability company ("IntermediateCo II"), Indigo Intermediate Co II, LLC, a Delaware limited liability company ("IntermediateCo II" and, together with Parent I, Parent II and IntermediateCo I, each a "Parent" and collectively, the "Parents"), Indigo Merger Sub II, LLC (the "Initial Borrower"), Micro Holding Corp., a Delaware corporation ("Corp Borrower"), and, following the consummation of the Acquisition (including the mergers contemplated by the Acquisition Agreement), MH Sub I, LLC, a Delaware limited liability company ("LLC Borrower" and, together with the Initial Borrower and the Corp Borrower, each a "Borrower" and collectively, the "Borrowers"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent, and Credit Suisse AG, Cayman Islands Branch and Royal Bank of Canada as Letter of Credit Issuers.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Parents, the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of July 8, 2014 in favor of the Agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Parents, the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with a Parent and/or its Restricted Subsidiaries (other than the Borrowers), Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete pay-

ment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HIGH GEAR MEDIA, INC.,
as the Grantor

By: _____
Name: Scott Friedman
Title: Treasurer

TRADEMARK
REEL: 005366 FRAME: 0670

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as the Collateral Agent

By: _____ _____
Name: Bill O'Daly D. Andrew Maletta
Title: Authorized Signatory Authorized Signatory

TRADEMARK
REEL: 005366 FRAME: 0671

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	REGISTRATION NUMBER	TRADEMARK
High Gear Media, Inc.	4248776	MOTORAUTHORITY
	3998520	HIGH GEAR MEDIA
	2701777	THE CAR CONNECTION