

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338027

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ECARLIST, LLC		07/01/2011	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dealertrack AAX, Inc.		
<b>Street Address:</b>	13737 Noel Road, Suite 400		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3805064	ECARLIST	
<b>Registration Number:</b>	3792645	SMARTCHAT	
<b>Registration Number:</b>	3784244	AUTOREEL	
<b>Registration Number:</b>	3837673		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8028627512		
<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>			
<b>Phone:</b>	802-863-2375		
<b>Email:</b>	tmip@drm.com		
<b>Correspondent Name:</b>	Cathleen E. Stadecker		
<b>Address Line 1:</b>	199 Main Street		
<b>Address Line 4:</b>	Burlington, VERMONT 05401		
<b>ATTORNEY DOCKET NUMBER:</b>	15379-002USG1		
<b>NAME OF SUBMITTER:</b>	Cathleen E. Stadecker		
<b>SIGNATURE:</b>	/Cathleen E. Stadecker/		
<b>DATE SIGNED:</b>	04/13/2015		
<b>Total Attachments: 5</b>			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of July 1, 2011 (the "Effective Date"), by and between ECARLIST, LLC, a Texas limited liability company (the "Assignor"), and DEALERTRACK AAX, INC., a Delaware corporation (the "Assignee"). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of May 24, 2011, by and between the Seller, the Buyer, Chris Camillo, in his capacity as the Seller's and the Members' representative, and the Members signatory thereto (the "Purchase Agreement"), the Seller has agreed to sell and assign to the Buyer, and the Buyer has agreed to purchase and assume from the Seller, the Purchased Assets and the Assumed Liabilities, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to (i) the trademarks and trademark applications set forth on Schedule A, attached hereto (the "Assigned Trademarks") and (ii) the domain names set forth on Schedule B, attached hereto (the "Assigned Domain Names"), and together with the Assigned Trademarks, the "Assigned Intellectual Property"; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business associated with the Assigned Trademarks, all other corresponding rights secured under the laws of the United States and any foreign country and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, including the right to collect all proceeds and damages therefrom (whether before or after the date hereof).

2. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Domain Names and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Domain Names, including the right to collect all proceeds and damages therefrom (whether before or after the date hereof).

3. This Assignment is effective between the parties as of the Effective Date. Assignor further agrees that should additional documentation of such assignment or further acts be required to protect, secure, vest and record good title to the Assigned Intellectual Property in Assignee, Assignor will provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request.

4. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States Patent and Trademark Office, and the corresponding entities or

agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

5. This Assignment may be amended or modified only by a writing executed by both parties hereto.

6. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, irrespective of the principal place of business, residence or domicile of the parties hereto, without giving effect to any choice of or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of New York.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Assignment.

\* \* \* \* \*

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

ECARLIST, LLC  
"Assignor"

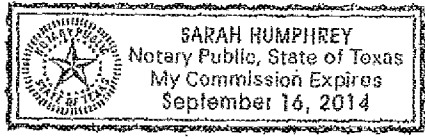
By: [Signature]  
Name: Chris Camillo  
Title: Chief Operations Officer

State of Texas )  
County of Dallas ) ss.:

On this 1 day of July, 2011, before me, Chris Camillo, personally appeared as Chris Camillo of eCarList, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public



Accepted:

DEALERTRACK AAX, INC.  
"Assignee"

By: \_\_\_\_\_  
Name:  
Title:

[ASSIGNMENT OF INTELLECTUAL PROPERTY]



SCHEDULE A

**TRADEMARKS**

**a. Trademarks of Seller**

TRUETARGET                      Serial No. 85124399                      Registration pending  
Applicant: eCarList, LLC  
Jurisdiction: United States  
Date: Registration filed on September 7, 2010; published for opposition on March 8, 2011

ECARLIST                      Serial No. 77830575                      Registration No. 3805064  
Applicant: eCarList, LLC  
Jurisdiction: United States  
Date: Issued on April 13, 2010

SMARTCHAT                      Serial No. 77830576                      Registration No. 3792645  
Applicant: eCarList, LLC  
Jurisdiction: United States  
Date: Issued on May 25, 2010

AUTOREEL                      Serial No. 77830578                      Registration No. 3784244  
Applicant: eCarList, LLC  
Jurisdiction: United States  
Date: Issued on May 4, 2010

Car logo icon (below)                      Serial No. 77917749                      Registration No. 3837673  
Applicant: eCarList, LLC  
Jurisdiction: United States  
Date: Issued on August 24, 2010



**b. Acquired by Seller from DealerUps**

Registered Trademark: DESKLOG (Reg. No. 2635470; Reg. Date October 15, 2002)

Registered Trademark: DEALERUPS (Ser. No. 77593152; Reg. Date May 19, 2009)