

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Edmunds.com, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: New York
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal _____

Address: MAC E2186-110

Street Address: 1800 Centruy Park East, Suite 1100

City: Los Angeles

State: California

Country: USA Zip: 90067

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Banking Assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 21, 2014

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: Senior Service Team Manager

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: 880-342-3676 Ext. 4065

Fax Number: _____

Email Address: susan.chrden@wolterskluwer.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340-

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974
Expiration Date 06/17

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Joseph D Borgman
Signature
Name of Person Signing

6-11-15
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$340.00 2498032

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Owner	Country	Mark	Serial Number	Date Filed	Registration Number	Date of Registration
Edmunds.com, Inc.	U.S.	EDMUNDS.COM TRUE MARKET VALUE	76-073,752	6/20/2000	2498032	10/16/2001
Edmunds.com, Inc.	U.S.	EDMUNDS.COM (& DESIGN)	77-529,107	7/23/2008	3843519	9/7/2010
Edmunds.com, Inc.	U.S.	INSIDE LINE	85-145,754	10/5/2010	3944351	4/12/2011
Edmunds.com, Inc.	U.S.	READERS' MOST WANTED	85-394,929	8/10/2011	4097406	2/7/2012
Edmunds.com, Inc.	U.S.	TCI	85-394,919	8/10/2011	4174293	7/17/2012
Edmunds.com, Inc.	U.S.	TCO	77-478,131	5/19/2008	3554001	12/30/2008
Edmunds.com, Inc.	U.S.	TMV	76-073,757	6/20/2000	2484937	9/4/2001
Edmunds.com, Inc.	U.S.	TRUE COST OF INCENTIVES	85-105,031	8/11/2010	4051671	11/8/2011
Edmunds.com, Inc.	U.S.	TRUE COST TO OWN	85-104,898	8/11/2010	4051670	11/8/2011
Edmunds.com, Inc.	U.S.	TRUE COST TO OWN	77-478,036	5/19/2008	3518664	10/14/2008
Edmunds.com, Inc.	U.S.	TRUE MARKET VALUE	85-104,944	8/11/2010	4058444	11/22/2011
Edmunds.com, Inc.	U.S.	TRUE MARKET VALUE	77-474,206	5/14/2008	3518661	10/14/2008
Edmunds.com, Inc.	U.S.	WHERE SMART CAR BUYERS START	75-894,292	1/11/2000	2493503	9/25/2001

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of November, 2014, EDMUNDS.COM, INC., a New York corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 28, 2014 (as amended from time to time, the "Credit Agreement") among Debtor, EDMUNDS HOLDING COMPANY, a Delaware corporation ("EHC"), and Bank, Bank agreed to make certain financial accommodations available to Debtor and EHC pursuant to the terms and conditions thereof;

WHEREAS, Bank agreed to make the financial accommodations to Debtor and EHC as provided for in the Credit Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Bank that certain Security Agreement dated as of March 28, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Bank this Trademark Security Agreement; and

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Debtor hereby grants to Bank a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those United States registered Trademarks and applications therefor referred to on Schedule I hereto (as the same may be amended, modified or supplemented from time to time);

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill

associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and Debtor shall not be deemed to have granted a security interest in, any of Debtor's rights or interests in or under, (i) intent-to-use Trademark applications, or (ii) any license, contract, permit, instrument, security or franchise or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall include, and Debtor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Debtor and EHC, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Debtor and EHC, or any of them.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Bank unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

{Signature Page Follows}

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed
as of October 24, 2014.

EDMUNDS.COM, INC.

By: _____


Avi Steinlauf
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____


Kurt Cardoza, Senior Vice President

[Signature Page to Trademark Security Agreement]