

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement at Reel/Frame No. 5789/0004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oaktree SC Dealersocket Agent, LLC, as Existing Agent		03/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Successor Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3297044	NELEVEN	
Registration Number:	3297046	DEALERFIRE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/22/2016		
Total Attachments: 5			
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2016 (this "Amendment"), is by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, a "Grantor"), OAKTREE SC DEALERSOCKET AGENT, LLC ("Oaktree Agent"), as the existing administrative agent under the Credit Agreement defined below (the "Existing Agent"), and WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington"), as successor to Oaktree Agent as administrative agent under the Successor Agent Agreement defined below (the "Successor Agent"), relating to the TRADEMARK SECURITY AGREEMENT referred to below. Capitalized terms used but not defined herein have the respective meanings given to them in the Credit Agreement (as defined below), the Guaranty and Security Agreement (as defined below), or the Successor Agent Agreement (as defined below), as applicable.

WITNESSETH:

Reference is made to (a) that certain Credit Agreement dated as of February 11, 2016, (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among DealerSocket, Inc., a Delaware corporation, as the Borrower ("Borrower"), Ousland Intermediate Holdings, Inc., a Delaware corporation, as the Parent ("Parent"), the Lenders from time to time party thereto, and Oaktree Agent, as agent for each of the Lenders; (b) that certain Guaranty and Security Agreement dated as of February 11, 2016 (including all annexes, exhibits, and schedules thereto, and as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement") by and among the Grantors party thereto, Oaktree Agent, Borrower, and the Lenders party thereto; and (c) that certain Successor Agent Agreement dated as of the date hereof (the "Successor Agent Agreement"), by and among Oaktree Agent, Wilmington, Borrower, the other Loan Parties party thereto, and the Lenders party thereto, pursuant to which Wilmington has replaced Oaktree Agent as the Agent under the Loan Documents.

WHEREAS, in connection with the Credit Agreement, the Guaranty and Security Agreement, and the Successor Agent Agreement, the parties wish to amend the Trademark Security Agreement dated as of February 11, 2016 (the "Trademark Security Agreement"), made by Grantors in favor of Oaktree Agent and recorded in the Trademark Division of the PTO at Reel/Frame 5729/0639, Reel/Frame 5729/0654, Reel/Frame 5729/0663, and Reel/Frame 5789/0004 to reflect Wilmington as the new Agent.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Replacement of Agent. Any and all references to Oaktree Agent are hereby deleted from the Trademark Security Agreement and are replaced by references to Wilmington.

SECTION 2. Assignment of Security Interest. Oaktree Agent, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to Wilmington all of Oaktree Agent's right, title, and interest in, to, and under the Trademark Collateral, including, without limitation, the security interest granted by the Grantors to Oaktree Agent in and to all of the Grantors' right, title, and interest in, to, and under the Trademark Collateral. Such assignment is made without recourse to, or representation or warranty by, Oaktree Agent.

SECTION 3. Confirmation of Other Provisions. Except as modified hereunder, all other terms and provisions of the Trademark Security Agreement are hereby confirmed and ratified in all respects.

SECTION 4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier (or other electronic transmission) of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

GRANTORS:


DEALERSOCKET, INC.,
a Delaware corporation

By: 
Name: Jonathan Ord
Title: Chief Executive Officer

NELEVEN, LLC,
a Wisconsin limited liability company

By: 
Name: Jonathan Ord
Title: Chief Executive Officer

FINANCE EXPRESS, LLC,
a Nevada limited liability company

By: 
Name: Jonathan Ord
Title: Chief Executive Officer

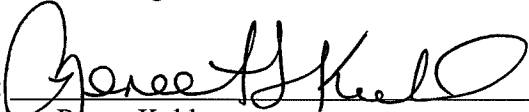
AUTOSTAR SOLUTIONS, INC.,
a Texas corporation

By: 
Name: Jonathan Ord
Title: Chief Executive Officer

[Signature page to Amendment No. 1 to Trademark Security Agreement]

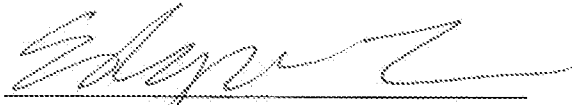
SUCCESSOR AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, a national banking association, as
administrative agent

By: 
Name: Renee Kuhl
Title: Vice President

EXISTING AGENT:

OAKTREE SC DEALERSOCKET AGENT, LLC,
a Delaware limited liability company

By: 

Name: **Edgar Lee**
Title: **Managing Director**

[Signature page to Amendment No. 1 to Trademark Security Agreement]