

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444301

<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>
Autoweb, Inc.		09/20/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Autobytel Inc.		
<b>Street Address:</b>	18872 MacArthur Boulevard, Suite 200		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2421108	AUTOWEB	
<b>Registration Number:</b>	2421107	AUTOWEB.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>	9497600404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Jonathan A. Menkes/Knobbe, Martens		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	AUTOB.358T/359T		
<b>NAME OF SUBMITTER:</b>	Jonathan A. Menkes		
<b>SIGNATURE:</b>	/JAM/		
<b>DATE SIGNED:</b>	09/25/2017		
<b>Total Attachments: 3</b>			
source=Trademark Assignment (Autoweb TM) signed by ABT 9-22-17#page1.tif			
source=Trademark Assignment (Autoweb TM) signed by ABT 9-22-17#page2.tif			
source=Trademark Assignment (Autoweb TM) signed by ABT 9-22-17#page3.tif			

OP \$65.00 2421108

## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is effective as of the mutual execution of the Assignment, by and between, Autoweb, Inc., a Delaware corporation with a place of business at 18872 MacArthur Boulevard, Suite 200, Irvine, CA 92612 (“**ASSIGNOR**”), and Autobytel Inc., a Delaware corporation with a place of business at 18872 MacArthur Boulevard, Suite 200, Irvine, California 92612, (“**ASSIGNEE**”).

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the “**Trademarks**”) in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (collectively, the “**Registrations**”);

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Registrations worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest worldwide, that include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations, worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide that include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and

(3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees that include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks and Registrations, and other registered or unregistered trademarks or service marks, that include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the mutual execution of the Assignment as set forth below.

**AUTOWEB, INC.**

By: Glenn E. Fuller

Name: Glenn E. Fuller

Title: Executive Vice President, Chief Legal and Administrative Officer and Secretary

Date: September 20, 2017

**AUTOBYTEL INC.**

By: Glenn E. Fuller

Name: Glenn E. Fuller

Title: Executive Vice President, Chief Legal and Administrative Officer and Secretary

Date: September 20, 2017

**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A – Trademarks**

AUTOWEB  
AUTOWEB.COM



autoweb<sup>®</sup>

**SCHEDULE B - Federal Trademark Registrations**

Registered Trademarks	Serial No.	Registration No.
AUTOWEB	75839159	2421108
AUTOWEB.COM	75839158	2421107

26698078