

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454853

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Interest
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Autodata, Inc.		12/14/2017	Corporation: DELAWARE
Autodata Solutions, Inc.		12/14/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as collateral agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Public Company: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2459440	CHROME
Registration Number:	2461319	CHROME
Registration Number:	2503037	CHROME CARBOOK
Registration Number:	5035199	CHROME DATA
Registration Number:	2600433	PC CARBOOK
Registration Number:	2586979	SALESPRO
Registration Number:	2477938	THE CHROME STANDARD
Registration Number:	2735579	UNITYWORKS!

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

TRADEMARK

ATTORNEY DOCKET NUMBER:	22946.03800
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/17/2017

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of December 14, 2017, is made by Autodata, Inc., a Delaware corporation (the “Autodata Grantor”) and Autodata Solutions, Inc., a Delaware corporation (the “Solutions Grantor”) and, together with the Autodata Grantor, each a “Grantor” and collectively, the “Grantors”), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of December 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Internet Brands, Inc., a Delaware corporation (“Holdings”), Autodata, Inc., a Delaware corporation (the “Autodata Borrower”), Autodata Solutions, Inc., a Delaware corporation (the “Solutions Borrower”) and, together with the Autodata Borrower, each a “Borrower” and collectively, the “Borrowers”), the lending institutions from time to time parties thereto (each a “Lender” and collectively, the “Lenders”) and Royal Bank of Canada, as the Administrative Agent and the Collateral Agent.

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 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 Second Lien Security Agreement, dated as of December 14, 2017 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantors have granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of their 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 their respective Loans, Grantors agree, 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. Grantors hereby grant a lien on and security interest in all of Grantors’ 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 payment 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 Grantors’ “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 the Grantors 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.

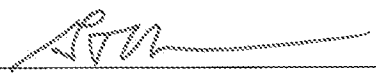
4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (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.

AUTODATA, INC.,
as a Grantor

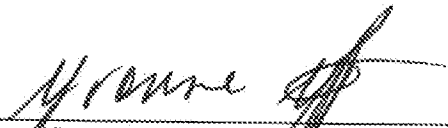
By: 
Name: Gregory Todd Perrier
Title: Chief Executive Officer

AUTODATA SOLUTIONS, INC.,
as a Grantor

By: 
Name: Gregory Todd Perrier
Title: Chief Executive Officer

ROYAL BANK OF CANADA,
as the Collateral Agent

By:



Name: Yvonne Brazier

Title: Manager, Agency Services

{Trademark Security Agreement (Second Lien)}

TRADEMARK

REEL: 006230 FRAME: 0814

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION/REGISTRATION NUMBER	TRADEMARK
Autodata, Inc.	2459440	CHROME
Autodata, Inc.	2461319	CHROME (Stylized)
Autodata, Inc.	2503037	CHROME CARBOOK
Autodata, Inc.	5035199	CHROME DATA
Autodata, Inc.	2600433	PC CARBOOK
Autodata, Inc.	2586979	SALESPRO
Autodata, Inc.	2477938	THE CHROME STANDARD AND DESIGN
Autodata Solutions, Inc.	2735579	UNITYWORKS!