

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AutoStar Solutions, Inc.		04/26/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3663039	AUTOSTAR PORTALPAY	
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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0294		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/27/2018		
Total Attachments: 5			
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OP \$40.00 3663039

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 26, 2018 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of April 26, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, DealerSocket, Inc., a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

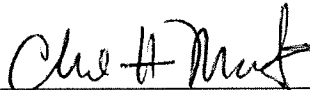
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09 and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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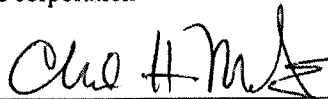
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

DEALERSOCKET, INC.,
a Delaware corporation

By: 
Name: Chad H. Martin
Title: Chief Financial Officer


AUTOSTAR SOLUTIONS, INC.,
a Texas corporation

By: 
Name: Chad H. Martin
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed

ANTARES CAPITAL LP,
as Collateral Agent

By:  _____


Name: Kyle Wilson

Its: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
AUTOSTAR PORTALPAY	36	77606278 03-NOV-2008	3663039 04-AUG-2009	AutoStar Solutions, Inc.
AAX	35	76335182 26-OCT-2001	2714489 06-MAY-2003	DealerSocket, Inc.
AAX	35, 41, 42	77089973 24-JAN-2007	3528164 04-NOV-2008	DealerSocket, Inc.
ATTRACT, ACQUIRE, RETAIN & EXPAND	9, 35, 41, 42	78774132 15-DEC-2005	3317381 23-OCT-2007	DealerSocket, Inc.
AUTOREEL	35	77830578 20-SEP-2009	3784244 04-MAY-2010	DealerSocket, Inc.
DATARECHARGE	42	87349483 24-FEB-2017	5305937 10-OCT-2017	DealerSocket, Inc.
DEALERFIRE	42	77093586 29-JAN-2007	3297046 25-SEP-2007	DealerSocket, Inc.
DEALERSOCKET	9, 35, 41, 42	78773671 14-DEC-2005	3317379 23-OCT-2007	DealerSocket, Inc.
Design Only 	35, 41, 42	85392653 08-AUG-2011	4522342 29-APR-2014	DealerSocket, Inc.
IDMS	35	86914089 19-FEB-2016	5277276 29-AUG-2017	DealerSocket, Inc.
MOBILEGARAGE	35, 41, 42	85660683 25-JUN-2012	4664143 30-DEC-2014	DealerSocket, Inc.
MONEYMAKER	42	85392674 08-AUG-2011	4533933 20-MAY-2014	DealerSocket, Inc.
NELEVEN	42	77093559 29-JAN-2007	3297044 25-SEP-2007	DealerSocket, Inc.
ONE SOLUTION, ALL DEPARTMENTS.	35, 41, 42	85392686 08-AUG-2011	4731774 05-MAY-2015	DealerSocket, Inc.
REVENUERADAR	35, 41, 42	85660712 25-JUN-2012	4675730 20-JAN-2015	DealerSocket, Inc.
WE ARE AUTOMOTIVE	35, 42	86883416 22-JAN-2016	5393881 06-FEB-2018	DealerSocket, Inc.