

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AW GUA USA, Inc.		04/30/2019	Corporation: DELAWARE
Autobytel, Inc.		04/30/2019	Corporation: DELAWARE
AutoWeb, Inc.		04/30/2019	Corporation: DELAWARE
Car.com, Inc.		04/30/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 first avenue
Internal Address:	commercial loan service center/dcc
City:	pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2759537	AUTOBYTEL
Registration Number:	2028377	AUTO-BY-TEL
Registration Number:	2247035	AUTOBYTEL.COM
Registration Number:	2787819	AUTOSITE
Serial Number:	87631063	
Serial Number:	87631070	AUTOWEB
Serial Number:	87631073	AUTOWEB
Registration Number:	2421108	AUTOWEB
Registration Number:	2421107	AUTOWEB.COM
Registration Number:	3044596	CARTV.COM
Registration Number:	3168452	DEALIX
Registration Number:	4139529	ICONTROL
Registration Number:	4254314	I CONTROL
Serial Number:	88187057	ICONTROL BY AUTOWEB
Registration Number:	2830426	

OP \$565.00 2759537

Property Type	Number	Word Mark
Registration Number:	3051950	MY GARAGE
Registration Number:	4516964	PAYMENT PRO
Registration Number:	3121369	QUALITY VERIFICATION SYSTEM
Registration Number:	3121367	QVS
Registration Number:	4567907	TEXTSHIELD
Registration Number:	4224138	WHAT'S HOT NOW
Serial Number:	88336840	DIRECTCLICKS

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19022
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/08/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 30th day of April, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among AUTOWEB, INC., a Delaware corporation ("Autoweb"), and together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), CAR.COM, INC., a Delaware corporation ("Car.com"), AUTOBYTEL, INC., a Delaware corporation ("Autobytel"), AW GUA USA, INC., a Delaware corporation ("AW GUA USA"), and together with Car.com, Autobytel and each Person joined thereto as a guarantor from time to time, (collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

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, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor'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 such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. 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.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

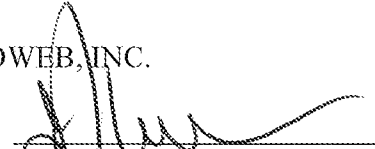
restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

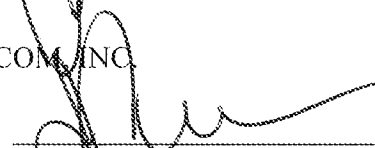
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

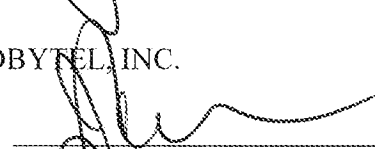
AUTOWEB, INC.

By: 
Name: Joseph P. Hannan
Title: Executive Vice President

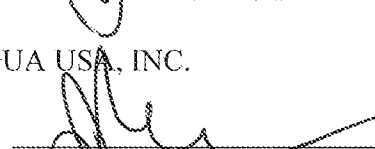
CAR.COM, INC.

By: 
Name: Joseph P. Hannan
Title: Executive Vice President

AUTOBYTEL, INC.

By: 
Name: Joseph P. Hannan
Title: Executive Vice President

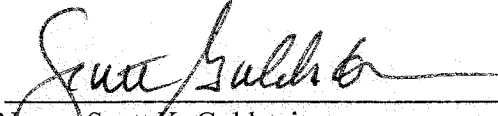
AW GUA USA, INC.

By: 
Name: Joseph P. Hannan
Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND
ACKNOWLEDGED BY:



PNC BANK, NATIONAL ASSOCIATION,
as Agent


By: 
Name: Scott K. Goldstein
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006641 FRAME: 0650

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademarks

Grantor	Country	Description of Trademark	Status:	Class(es):	Appl. No.	Filing Date:	Reg. No.	Reg. Date:
AutoWeb, Inc.	U.S.	AUTOBYTEL	Renewed	35	76/190128	1/5/2001	2759537	9/2/2003
AutoWeb, Inc.	U.S.	AUTO-BY-TEL	Renewed	35, 38, 42	74/709381	7/31/1995	2028377	1/7/1997
AutoWeb, Inc.	U.S.	AUTOBYTEL.COM	Renewed	35, 38	75/275189	4/15/1997	2247035	5/25/1999
AutoWeb, Inc.	U.S.	AUTOSITE	Registered	35, 42	75839160	11/2/1999	2787819	12/02/2003
AutoWeb, Inc.	U.S.		Pending	9, 35, 36, 42	87/631063	10/02/2017		
AutoWeb, Inc.	U.S.	autoweb	Pending	9, 35, 36, 42	87/631070	10/02/2017		
AutoWeb, Inc.	U.S.	AutoWeb	Pending	9, 35, 36, 42	87/631073	10/02/2017		
AutoWeb, Inc.	U.S.	AUTOWEB	Renewed	35, 36, 42	75/839159	11/2/1999	2421108	1/16/2001
AutoWeb, Inc.	U.S.	AUTOWEB.COM	Renewed	35, 36, 42	75/839158	11/2/1999	2421107	1/16/2001
AutoWeb, Inc.	U.S.	CARTV.COM	Renewed	35, 36	78/380309	3/8/2004	3044596	1/17/2006
AutoWeb, Inc. (Dealix Corporation)	U.S.	DEALIX	Renewed	35	78/775415	12/16/2005	3168452	11/7/2006
AutoWeb, Inc.	U.S.	ICONTROL	Registered	35	77/938103	2/17/2010	4139529	5/8/2012
AutoWeb, Inc.	U.S.		Registered	35	77/938204	2/17/2010	4254314	12/4/12
AutoWeb, Inc.	U.S.	ICONTROL BY AUTOWEB	Pending	9, 35	88/187057	11/08/2018		

Grantor	Country	Description of Trademark	Status:	Class(es):	Appl. No.	Filing Date:	Reg. No.	Reg. Date:
AutoWeb, Inc.	U.S.		Registered	35	76/275667	6/22/2001	2830426	4/6/2004
AutoWeb, Inc.	U.S.	MY GARAGE	Renewed	35	76/154482	10/26/2000	3051950	1/31/2006
AutoWeb, Inc.	U.S.	PAYMENT PRO	Registered	36	85/696800	8/7/2012	4516964	4/22/2014
AutoWeb, Inc.	U.S.	QUALITY VERIFICATION SYSTEM	Renewed	45	78/191296	12/4/2002	3121369	7/25/2006
AutoWeb, Inc.	U.S.	QVS	Renewed	45	78/190263	12/2/2002	3121367	7/25/2006
AutoWeb, Inc.	U.S.	TEXTSHIELD	Registered	9	86/137474	12/6/2013	4567907	7/15/2014
AutoWeb, Inc.	U.S.	WHAT'S HOT NOW	Registered	41	85/372792	7/15/2011	4224138	10/16/2012
AutoWeb, Inc.	U.S.	DIRECTCLICKS	Pending	35	88/336840	3/12/2019		

TRADEMARK