

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569139

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security - Trademark

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUTOWEB, INC.		03/26/2020	Corporation: DELAWARE
AUTOBYTEL, INC.		03/26/2020	Corporation:
AW GUA USA, Inc.		03/26/2020	Corporation: DELAWARE
CAR.COM, INC.		03/26/2020	Corporation:

RECEIVING PARTY DATA

Name:	CIT Northbridge Credit LLC
Street Address:	11 West 42nd Street, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2759537	AUTOBYTEL
Registration Number:	2028377	AUTO-BY-TEL
Registration Number:	2247035	AUTOBYTEL.COM
Registration Number:	2787819	AUTOSITE
Registration Number:	2421108	AUTOWEB
Registration Number:	2421107	AUTOWEB.COM
Registration Number:	3044596	CARTV.COM
Registration Number:	3168452	DEALIX
Registration Number:	4139529	ICONTROL
Registration Number:	2830426	
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

OP \$540.00 2759537

Property Type	Number	Word Mark
Serial Number:	87631063	
Serial Number:	87631070	AUTOWEB
Serial Number:	87631073	AUTOWEB
Serial Number:	88187057	ICONTROL BY AUTOWEB
Serial Number:	88336840	DIRECTCLICKS

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,lorrin.stone@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	03/26/2020

Total Attachments: 3

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ASSIGNMENT FOR SECURITY - TRADEMARKS

THIS ASSIGNMENT FOR SECURITY – TRADEMARKS, (as it may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Assignment”), dated as of March 26, 2020, is entered into by and between AUTOWEB, INC., AUTOBYTEL, INC., AW GUA USA, INC., and CAR.COM, INC., each a Delaware corporation (collectively, the “Assignor”) and CIT NORTHBRIDGE CREDIT LLC, a Delaware limited liability company, as agent under the below defined Loan Agreement (in such capacity together with its successors and assigns in such capacity, the “Agent”)

WHEREAS, Assignor holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Assignor has entered into that certain Loan, Security and Guarantee Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Assignor, the financial institutions party thereto from time to time as lenders (collectively, the “Lenders”) and Agent; and

WHEREAS, pursuant to the Loan Agreement, Assignor has granted to the Agent for the benefit of each Lender and the other Secured Parties (as defined in the Loan Agreement) a continuing security interest in all right, title and interest of Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants to the Agent for the benefit of the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW AND FEDERAL LAWS RELATING TO NATIONAL BANKS).

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

AUTOWEB, INC.

By: Glenn E. Fuller
Name: Glenn E. Fuller
Title: Executive Vice President, Chief Legal
Officer and Secretary

AUTOBYTEL, INC.

By: Glenn E. Fuller
Name: Glenn E. Fuller
Title: Executive Vice President, Chief Legal
Officer and Secretary

AW GUA USA, INC.



By: Glenn E. Fuller
Name: Glenn E. Fuller
Title: Executive Vice President, Chief Legal
Officer and Secretary

CAR.COM, INC.

By: Glenn E. Fuller
Name: Glenn E. Fuller
Title: Executive Vice President, Chief Legal
Officer and Secretary

[CIT/AUTOWEB -- ASSIGNMENT FOR SECURITY -- TRADEMARKS]

SCHEDULE A TO ASSIGNMENT FOR SECURITY
TRADEMARKS

Trademark	Application Number	Registration Number	Filing Date	Registration Date	Assignor
AUTOBYTEL	76/190128	2759537	1/5/2001	9/2/2003	AutoWeb, Inc.
AUTO-BY-TEL	74/709381	2028377	7/31/1995	1/7/1997	AutoWeb, Inc.
AUTOBYTEL.COM	75/275189	2247035	4/15/1997	5/25/1999	AutoWeb, Inc.
AUTOSITE	75839160	2787819	11/2/1999	12/02/2003	AutoWeb, Inc.
	87/631063		10/02/2017		AutoWeb, Inc.
autoweb	87/631070		10/02/2017		AutoWeb, Inc.
AutoWeb	87/631073		10/02/2017		AutoWeb, Inc.
AUTOWEB	75/839159	2421108	11/2/1999	1/16/2001	AutoWeb, Inc.
AUTOWEB.COM	75/839158	2421107	11/2/1999	1/16/2001	AutoWeb, Inc.
CARTV.COM	78/380309	3044596	3/8/2004	1/17/2006	AutoWeb, Inc.
DEALIX	78/775415	3168452	12/16/2005	11/7/2006	AutoWeb, Inc. (Dealix Corporation)
ICONTROL	77/938103	4139529	2/17/2010	5/8/2012	AutoWeb, Inc.
ICONTROL BY AUTOWEB	88/187057		11/08/2018		AutoWeb, Inc.
	76/275667	2830426	6/22/2001	4/6/2004	AutoWeb, Inc.
MY GARAGE	76/154482	3051950	10/26/2000	1/31/2006	AutoWeb, Inc.
PAYMENT PRO	85/696800	4516964	8/7/2012	4/22/2014	AutoWeb, Inc.
QUALITY VERIFICATION SYSTEM	78/191296	3121369	12/4/2002	7/25/2006	AutoWeb, Inc.
QVS	78/190263	3121367	12/2/2002	7/25/2006	AutoWeb, Inc.
TEXTSHIELD	86/137474	4567907	12/6/2013	7/15/2014	AutoWeb, Inc.
WHAT'S HOT NOW	85/372792	4224138	7/15/2011	10/16/2012	AutoWeb, Inc.
DIRECTCLICKS	88/336840		3/12/2019		AutoWeb, Inc.