

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569244

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement and Patent Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		03/26/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AutoWeb, Inc.
Street Address:	400 North Ashley Drive, Suite 300
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	Corporation: DELAWARE
Name:	Car.com, Inc.
Street Address:	400 North Ashley Drive, Suite 300
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	Corporation: DELAWARE
Name:	Autobytel, Inc.
Street Address:	400 North Ashley Drive, Suite 300
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	Corporation: DELAWARE
Name:	AW GUA USA, Inc.
Street Address:	400 North Ashley Drive, Suite 300
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	Corporation: DELAWARE

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
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
Registration Number:	2830426	
Registration Number:	3051950	MY GARAGE
Registration Number:	4516964	PAYMENT PRO
Serial Number:	87631063	
Serial Number:	87631070	AUTOWEB
Serial Number:	87631073	AUTOWEB
Serial Number:	88187057	ICONTROL BY AUTOWEB
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: 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: 03/27/2020

Total Attachments: 5

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT AND
PATENT SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT AND PATENT SECURITY AGREEMENT (this "Termination"), is dated as of March 26, 2020, and made by **PNC BANK, NATIONAL ASSOCIATION**, as agent (the "Grantee"), to AUTOWEB, INC., a Delaware corporation, CAR.COM, INC., a Delaware corporation, AUTOBYTEL, INC., a Delaware corporation, and AW GUA USA, INC., a Delaware corporation (collectively, the "Grantors", and each a "Grantor").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 30, 2019 made by Grantors in favor of Grantee (the "Trademark Security Agreement"), a security interest was granted by the Grantors to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, pursuant to that certain Patent Security Agreement dated as of April 30, 2019 made by Grantors in favor of Grantee (the "Patent Security Agreement"), a security interest was granted by the Grantors to Grantee in certain collateral, including the Patents (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 8, 2019 at Reel/Frame 6641/0644;

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office on May 8, 2019 at Reel/Frame 049112/0133; and

WHEREAS, Grantee now desires to terminate and release the Trademark Security Agreement and the Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions.

"Trademarks" as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in all Trademarks, including, without limitation, the Trademarks listed on Schedule A hereto, 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.

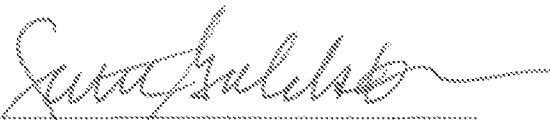
"Patents" as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in all Patents, including, without limitation, the Patents listed on Schedule A hereto, together with, among other things, the good-will of the business symbolized

by the Patents 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.

2. Release of Security Interest. Grantee hereby terminates the Trademark Security Agreement and Patent Security Agreement and terminates, releases and discharges its security interest in the Trademarks and Patents and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks and Patents.




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

PNC BANK, NATIONAL ASSOCIATION

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

SCHEDULE A

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		
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

Grantor	Country	Description of Trademark	Status:	Class(es)	Appl. No.	Filing Date:	Reg. No:	Reg. Date:
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		

PATENTS

Grantor	Country	Description of Patent	Application/Registration Number	Application/Registration Date
AutoWeb, Inc.	U.S.	Systems and methods relating to a lead distribution engine that accommodates internal and imported destination relationships	11/971753	1/9/2008
			8255270	8/28/2012
AutoWeb, Inc.	U.S.	Systems and methods relating to a lead distribution engine that uses margin scores	11/971809	1/9/2008
			8326676	12/4/2012
AutoWeb, Inc.	U.S.	Systems and methods relating to a lead distribution engine with quality assessment of lead sources	11/971822	1/9/2008
			8352306	1/8/2013
AutoWeb, Inc.	U.S.	Systems and methods relating to an opportunity distribution engine and distribution simulation	11/971823	1/9/2008
			8321256	11/27/2012