

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT - 2L		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDK GLOBAL, LLC		07/06/2022	Limited Liability Company: DELAWARE
OCEANUS AUTOMOTIVE, LLC		07/06/2022	Limited Liability Company: TEXAS
CDK DATA SERVICES, INC.		07/06/2022	Corporation: TEXAS
SALTY DOT, INC.		07/06/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. as Collateral agent		
Street Address:	2001 Ross Ave		
Internal Address:	Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 106			
Property Type	Number	Word Mark	
Registration Number:	2861937	DMI	
Registration Number:	2986741	DMI	
Registration Number:	2270102	LIGHTSPEED	
Registration Number:	4133081	LIGHTSPEEDEVO	
Registration Number:	3488147	MENUVANTAGE	
Registration Number:	2562093	PARTSCAN	
Registration Number:	1781897	PARTSVOICE	
Registration Number:	4933212	CDK GLOBAL	
Registration Number:	4933213	CDK GLOBAL	
Registration Number:	4828326	CDK GLOBAL	
Registration Number:	4828327	CDK GLOBAL	
Registration Number:	4828328	CDK GLOBAL	
Registration Number:	4837822	CDK GLOBAL	
Registration Number:	4828329	CDK GLOBAL	

CH \$2665.00 2861937

Property Type	Number	Word Mark
Registration Number:	4828330	CDK GLOBAL
Registration Number:	4828331	CDK GLOBAL
Registration Number:	4933272	CDK GLOBAL
Registration Number:	4933273	CDK GLOBAL
Registration Number:	4828455	CDK GLOBAL
Registration Number:	4828456	CDK GLOBAL
Registration Number:	4828457	CDK GLOBAL
Registration Number:	4828458	CDK GLOBAL
Registration Number:	4828459	CDK GLOBAL
Registration Number:	4828460	CDK GLOBAL
Registration Number:	4828461	CDK GLOBAL
Registration Number:	4933275	CDK GLOBAL
Registration Number:	4933276	CDK GLOBAL
Registration Number:	4828463	CDK GLOBAL
Registration Number:	4828464	CDK GLOBAL
Registration Number:	4828465	CDK GLOBAL
Registration Number:	4837941	CDK GLOBAL
Registration Number:	4828466	CDK GLOBAL
Registration Number:	4828467	CDK GLOBAL
Registration Number:	4828468	CDK GLOBAL
Registration Number:	6029760	FORTELLIS
Registration Number:	5636751	CDK DRIVE
Registration Number:	6245868	FORTELLIS AUTOMOTIVE COMMERCE EXCHANGE
Registration Number:	6747387	EXPRESS RESPONSE
Registration Number:	6118888	
Registration Number:	6118889	
Registration Number:	6118621	SALTY.
Registration Number:	6118619	SALTY.
Registration Number:	6110394	DEALBUILDER
Registration Number:	2756730	ELEAD TRACK
Registration Number:	3067052	ELEAD
Registration Number:	2924715	ELEAD CRM
Registration Number:	5127194	ELEAD1ONE
Registration Number:	5127195	SERVICE1ONE
Registration Number:	6087377	HAILER
Registration Number:	6118890	SALTY.
Registration Number:	6118891	SALTY.
Registration Number:	6135262	SALTY. EMBEDDED INSURANCE

Property Type	Number	Word Mark
Registration Number:	6135263	SALTY. EMBEDDED INSURANCE
Registration Number:	6693011	
Registration Number:	6748647	CONNECTED COVERAGE
Registration Number:	3107975	LASERSTATION
Registration Number:	2918029	VEHICLESCAN
Registration Number:	4133082	LIGHTSPEEDNXT
Registration Number:	3112907	DEALERCAP
Registration Number:	1401134	ASC
Registration Number:	2167265	TRAVER TECHNOLOGIES
Registration Number:	1482556	FRESH BEGINNINGS
Registration Number:	2986450	DATAFRESH
Registration Number:	3105064	DEALERCAP
Registration Number:	1915360	DEALERNET
Registration Number:	5089929	TRM
Registration Number:	3243151	CUSTOMER TOUCH
Registration Number:	1736993	GOLD CLUB CUSTOMER SERVICES
Registration Number:	4923735	SKIP THE DEALERSHIP
Registration Number:	5530484	BUY YOUR NEXT CAR ONLINE
Registration Number:	5106640	ROADSTER
Registration Number:	5658156	EXPRESS MARKETPLACE
Registration Number:	1190219	PAYROLL PLUS
Registration Number:	3001292	BD COLLEGE
Registration Number:	3304960	BD PROCESS
Registration Number:	2947923	BD BOOT CAMP
Registration Number:	3073546	DEALERSUITE
Registration Number:	5094750	ELEAD1ONE
Registration Number:	4973971	NEWCARIQ
Registration Number:	5081865	SERVICE1ONE
Registration Number:	3190314	CUSTOMER TOUCH
Registration Number:	5927823	EXPRESS DESKING
Registration Number:	5173387	EXPRESS STOREFRONT
Registration Number:	6169676	EXPRESS TRADE
Registration Number:	1755954	FRESH BEGINNINGS
Registration Number:	4164272	V-SEPT
Registration Number:	6589407	EMBEDDED IN THE WAY YOU LIVE
Registration Number:	6589410	EMBEDDED IN THE WAY YOU LIVE
Registration Number:	6579163	ENABLING INCUMBENTS
Registration Number:	6579164	ENABLING INCUMBENTS

Property Type	Number	Word Mark
Registration Number:	6090612	PURPLE
Registration Number:	6597871	CONNECTED COVERAGE
Registration Number:	6589412	
Registration Number:	6693009	
Registration Number:	6095152	PURPLE.INSURANCE
Registration Number:	5994691	AUTO SURE
Registration Number:	5971625	AUTO SURE
Registration Number:	6597872	CONNECTED COVERAGE
Registration Number:	5954339	
Registration Number:	6589416	
Registration Number:	4667528	COEFFICIENT
Registration Number:	6053362	
Registration Number:	4497444	SQUARE ROOT
Registration Number:	6053329	SQUARE ROOT
Registration Number:	4702846	X COEFFICIENT
Registration Number:	2594279	INFOIQ

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Christopher Chan

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Chris Chan - 71620.0198
NAME OF SUBMITTER:	Christopher Chan
SIGNATURE:	/Christopher Chan/
DATE SIGNED:	07/06/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 6, 2022 (this “Agreement”), among CDK GLOBAL, LLC, OCEANUS AUTOMOTIVE, LLC, CDK DATA SERVICES, INC., SALTY DOT, INC. (individually, the “Grantor” and collectively, the “Grantors”) and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Second Lien Collateral Agreement dated as of July 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, each Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” and issuance of a “Certificate of Registration” or an accepted filing of an “Amendment to Allege to Use” whereby such intent-to-use application is converted to a “use in commerce” application with respect thereto, as applicable, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of a Grantor from its obligations and/or release of the Trademark Collateral under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall, at the Grantor’s expense, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement. Any execution and delivery

of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with applicable Requirement of Law (including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.


SECTION 6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the United States Patent and Trademark Office.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.


CDK GLOBAL, LLC,
as a Grantor

By: 
Name: Lee James Brunz
Title: President and Secretary

OCEANUS AUTOMOTIVE, LLC,
as a Grantor

By: 
Name: Lee James Brunz
Title: President and Secretary


CDK DATA SERVICES, INC.,
as a Grantor

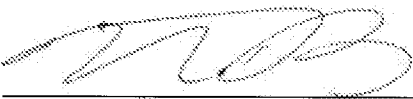
By: 
Name: Lee James Brunz
Title: President and Secretary

SALTY DOT, INC.,
as a Grantor

By: 
Name: Lee James Brunz
Title: President and Secretary

GOLDMAN SACHS SPECIALTY LENDING GROUP,
L.P., as Collateral Agent

By: 
Name: Matthew T. Baker
Title: Managing Director

By: 
Name: Matthew T. Baker
Title: Managing Director

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 007771 FRAME: 0962

TRADEMARK COLLATERAL

Grantor	Trademark	Registration Number/Application Number
CDK DATA SERVICES, INC. (f/k/a Digital Motorworks, Inc.)	DMI & Design	2861937
CDK DATA SERVICES, INC. (f/k/a Digital Motorworks, Inc.)	DMI & Design	2986741
CDK GLOBAL, LLC	LIGHTSPEED	2270102
CDK GLOBAL, LLC	LIGHTSPEEDEVO	4133081
CDK GLOBAL, LLC	MENUVANTAGE	3488147
CDK GLOBAL, LLC	PARTSCAN	2562093
CDK GLOBAL, LLC	PARTSVOICE	1781897
CDK GLOBAL, LLC	CDK GLOBAL	4933212
CDK GLOBAL, LLC	CDK GLOBAL	4933213
CDK GLOBAL, LLC	CDK GLOBAL	4828326
CDK GLOBAL, LLC	CDK GLOBAL	4828327
CDK GLOBAL, LLC	CDK GLOBAL	4828328
CDK GLOBAL, LLC	CDK GLOBAL	4837822
CDK GLOBAL, LLC	CDK GLOBAL	4828329
CDK GLOBAL, LLC	CDK GLOBAL	4828330
CDK GLOBAL, LLC	CDK GLOBAL	4828331
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4933272
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4933273
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4828455
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4828456
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4828457
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4828458
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4828459
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4828460
CDK GLOBAL, LLC	CDK GLOBAL & Design (black/white)	4828461
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4933275
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4933276
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4828463
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4828464
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4828465
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4837941
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4828466
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4828467
CDK GLOBAL, LLC	CDK GLOBAL & Design (color)	4828468
CDK GLOBAL, LLC	FORTELLIS	6029760

Grantor	Trademark	Registration Number/Application Number
CDK GLOBAL, LLC	CDK DRIVE	5636751
CDK GLOBAL, LLC	FORTELLIS AUTOMOTIVE COMMERCE EXCHANGE	6245868
CDK GLOBAL, LLC	EXPRESS RESPONSE	6747387
SALTY DOT, INC.	MISCELLANEOUS DESIGN (SALTY DIAMOND LOGO)	6118888
SALTY DOT, INC.	MISCELLANEOUS DESIGN (SALTY DIAMOND LOGO)	6118889
SALTY DOT, INC.	SALTY.	6118621
SALTY DOT, INC.	SALTY.	6118619
CDK GLOBAL, LLC	DEALBUILDER	6110394
CDK GLOBAL, LLC	ELEAD TRACK	2756730
CDK GLOBAL, LLC	ELEAD	3067052
CDK GLOBAL, LLC	ELEAD CRM	2924715
CDK GLOBAL, LLC	ELEAD1ONE	5127194
CDK GLOBAL, LLC	SERVICE1ONE	5127195
CDK GLOBAL, LLC	HAILER	6087377
SALTY DOT, INC.	SALTY. (AND DESIGN) (DIAMOND LOGO)	6118890
SALTY DOT, INC.	SALTY. (AND DESIGN) (DIAMOND LOGO)	6118891
SALTY DOT, INC.	SALTY. EMBEDDED INSURANCE	6135262
SALTY DOT, INC.	SALTY. EMBEDDED INSURANCE	6135263
SALTY DOT, INC.	SHIELD LOGO	6693011
SALTY DOT, INC.	CONNECTED COVERAGE	6748647
CDK GLOBAL, LLC	LASERSTATION	3107975
CDK GLOBAL, LLC	VEHICLESCAN	2918029
CDK GLOBAL, LLC	LIGHTSPEEDNXT	4133082
CDK GLOBAL, LLC	DEALERCAP	3112907
CDK GLOBAL, LLC	ASC	1401134
CDK GLOBAL, LLC	TRAVER TECHNOLOGIES	2167265
CDK GLOBAL, LLC	FRESH BEGINNINGS	1482556
CDK GLOBAL, LLC	DATA FRESH	2986450
CDK GLOBAL, LLC	DEALERCAP	3105064
CDK GLOBAL, LLC	DEALERNET	1915360
CDK GLOBAL, LLC	TRM	5089929
CDK GLOBAL, LLC	CUSTOMER TOUCH	3243151
CDK GLOBAL, LLC	GOLD CLUB CUSTOMER SERVICES	1736993
CDK GLOBAL, LLC	SKIP THE DEALERSHIP	4923735
CDK GLOBAL, LLC	BUY YOUR NEXT CAR ONLINE	5530484
CDK GLOBAL, LLC	ROADSTER	5106640
CDK GLOBAL, LLC	EXPRESS MARKET PLACE	5658156
CDK GLOBAL, LLC	PAYROLL PLUS	1190219
CDK GLOBAL, LLC	BD COLLEGE	3001292
CDK GLOBAL, LLC	BD PROCESS	3304960
CDK GLOBAL, LLC	BD BOOT CAMP	2947923
CDK GLOBAL, LLC	DEALERSUITE	3073546
CDK GLOBAL, LLC	ELEAD1ONE	5094750

Grantor	Trademark	Registration Number/Application Number
CDK GLOBAL, LLC	NEWCARIQ	4973971
CDK GLOBAL, LLC	SERVICE1ONE	5081865
CDK GLOBAL, LLC	CUSTOMER TOUCH	3190314
CDK GLOBAL, LLC	EXPRESS DESKING	5927823
CDK GLOBAL, LLC	EXPRESS STOREFRONT	5173387
CDK GLOBAL, LLC	EXPRESS TRADE	6169676
CDK GLOBAL, LLC	FRESH BEGINNINGS	1755954
CDK GLOBAL, LLC	V-SEPT	4164272
SALTY DOT, INC.	EMBEDDED IN THE WAY YOU LIVE	6589407
SALTY DOT, INC.	EMBEDDED IN THE WAY YOU LIVE	6589410
SALTY DOT, INC.	ENABLING INCUMBENTS	6579163
SALTY DOT, INC.	ENABLING INCUMBENTS	6579164
SALTY DOT, INC.	PURPLE	6090612
SALTY DOT, INC.	CONNECTED COVERAGE	6597871
SALTY DOT, INC.	DESIGN ONLY	6589412
SALTY DOT, INC.	DESIGN ONLY	6693009
SALTY DOT, INC.	PURPLE.INSURANCE	6095152
SALTY DOT, INC.	AUTO SURE	5994691
SALTY DOT, INC.	AUTO SURE	5971625
SALTY DOT, INC.	CONNECTED COVERAGE	6597872
SALTY DOT, INC.	DESIGN ONLY	5954339
SALTY DOT, INC.	DESIGN ONLY	6589416
OCEANUS AUTOMOTIVE, LLC	COEFFICIENT	4667528
OCEANUS AUTOMOTIVE, LLC	DESIGN ONLY	6053362
OCEANUS AUTOMOTIVE, LLC	SQUARE ROOT	4497444
OCEANUS AUTOMOTIVE, LLC	SQUARE ROOT	6053329
OCEANUS AUTOMOTIVE, LLC	X COEFFICIENT	4702846
CDK DATA SERVICES, INC. (f/k/a Digital Motorworks, Inc.)	INFOIQ	2594279