

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752498

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AUTOWEB, INC. | | 08/31/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ECLIPSE BUSINESS CAPITAL LLC | | |
| Street Address: | 333 W Wacker Dr. Suite 950 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6262239 | | |
| 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: | 6639421 | AUTOWEB | |
| Registration Number: | 3044596 | CARTV.COM | |
| 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: | 4224138 | WHAT'S HOT NOW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |

OP \$390.00 6262239

Phone: 2163485400
Email: IPMailbox@mcdonaldhopkins.com
Correspondent Name: MCDONALD HOPKINS LLC
Address Line 1: 600 SUPERIOR AVENUE EAST, SUITE 2100
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 44004-00016

NAME OF SUBMITTER: Kimberly Hefner

SIGNATURE: /Kimberly Hefner/

DATE SIGNED: 08/31/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), is dated as of August 31, 2022 and is by AUTOWEB, INC., a Delaware Corporation ("**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Parties party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Trademark Security Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired registered and unregistered trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. Future Release. This Trademark Security Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date and fulfillment of all Grantor's Obligations, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Trademark Security Agreement.

2. Grant of Security Interest. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing first priority security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) all registered and unregistered trademarks and trademark applications, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any renewals or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark

license listed on Schedule 1, together with all goodwill associated therewith and (b) all rights to receive royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for damages, restitution, and injunctive and other legal and equitable relief, for past, present or future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal or equitable relief and to collect, or otherwise recover, any such damages, of any registered or unregistered trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

5. Representations and Warranties by Grantor. Grantor represents and warrants that Grantor is the sole and true owner of the Trademarks described in the attached Schedule 1. Grantor represents and warrants that the Trademarks described in the attached Schedule 1 are a complete list of the trademarks and trademark licenses owned by Grantor. Grantor agrees to execute any documentation by reasonable request of the Agent to perfect the security interest granted in this Trademark Security Agreement. To the extent any other trademarks or trademark licenses now existing or hereafter acquired and owned by Grantor are not included in Schedule 1, Grantor agrees to execute any documentation as necessary to convey and perfect a security interest in these trademarks or trademark licenses.

6. Ongoing Obligations. Grantor shall maintain the Trademark Collateral, including, but not limited to, submitting required specimens of use and payment of renewal fees. Grantor will not intentionally cause (or fail to act where such failure would cause) any Trademark Collateral or portion thereof may become invalidated or otherwise impaired, including falling within the public domain. Grantor will notify Agent in writing immediately if it knows that any Trademark Collateral or portion thereof may become forfeited, abandoned or dedicated to the public, or of any adverse claim or development regarding, Grantor's ownership of, or the validity of, any Trademark Collateral or Grantor's right to register the same or to own and maintain the same (other than Office actions received in the ordinary course of trademark prosecution).

7. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

8. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AutoWeb, Inc.

DocuSigned by:

payam zamani

By: _____

C803F18C3C40422...

Name: Payam Zamani

Title: President and Chief Executive Officer

Acknowledged by:

ECLIPSE BUSINESS CAPITAL LLC, as Agent

By: Tracy Salyers
Name: Tracy Salyers
Title: Authorized Signatory

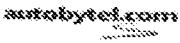
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007836 FRAME: 0777

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

| Mark | Country | Owner | App. No./ App. Date | Reg. No./ Reg. Date |
|-------------------------------------------------------------------------------------|---------|--------------------|--------------------------|------------------------|
|  | U.S. | AUTOWEB, INC. | 87/631063 10/02/2017 | 6262239 2/02/2021 |
| AUTOBYTEL | U.S. | AUTOWEB, INC. | 76/190128 1/05/2001 | 2759537 9/02/2003 |
| AUTO-BY-TEL | U.S. | AUTOWEB, INC. | 74/709381 7/31/1995 | 2028377 1/07/1997 |
| AUTOBYTEL.COM | U.S. | AUTOWEB, INC. | 75/275189 4/15/1997 | 2247035 5/25/1999 |
| AUTOSITE | U.S. | AUTOWEB, INC. | 75839160 11/02/1999 | 2787819 12/02/2003 |
| AUTOWEB | U.S. | AUTOWEB, INC. | 75/839159 11/02/1999 | 2421108 1/16/2001 |
| AUTOWEB autoweb | U.S. | AUTOWEB, INC. | 87/631070 10/02/2017 | 6639421 2/8/2022 |
| CARTV.COM | U.S. | AUTOWEB, INC. | 78/380309 3/08/2004 | 3044596 1/17/2006 |
| ICONROL | U.S. | AUTOWEB, INC. | 77/938103 2/17/2010 | 4139529 5/08/2012 |
|  | U.S. | AUTOWEB, INC. | 76/275667 6/22/2001 | 2830426 4/06/2004 |
| MY GARAGE | U.S. | AUTOWEB, INC. | 76/154482 10/26/2000 | 3051950 1/31/2006 |
| PAYMENT PRO | U.S. | AUTOWEB, INC. | 85/696800 8/07/2012 | 4516964 4/22/2014 |
| QUALITY VERIFICATION SYSTEM | U.S. | AUTOWEB, INC. | 78/191296 12/04/2002 | 3121369 7/25/2006 |
| QVS | U.S. | AUTOWEB, INC. | 78/191296 12/04/2002 | 3121369 7/25/2006 |
| WHAT'S HOT NOW | U.S. | AUTOWEB, INC. | 85/372792 7/15/2011 | 4224138 10/16/2012 |
| AUTOWEB autoweb | GT | | 2019-004729 5/24/2019 | 249550 2/24/2020 |
| AUTOBYTEL | CA | AUTOBYTEL INC | 1107140 6/22/2001 | TMA715945 6/04/2008 |
| AUTOBYTEL | CN | AUTOBYTEL.COM INC. | 2001116993 7/04/2001 | 1959719 12/21/2002 |

| | | | | |
|------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------|-----------------------------|--------------------------|
| AUTOBYTEL | HK | AUTOBYTEL.COM INC. | 2001/10129 6/22/2001 | 300355356 4/04/2003 |
| AUTOBYTEL | JP | AUTOBYTEL.COM INC. | 58201/2001 6/26/2001 | 4724351 11/07/2003 |
| AUTOBYTEL | IT | AUTOBYTEL.COM INC. | 2001900942130 7/5/2001 | 0000945692 11/22/2004 |
| AUTOBYTEL FOR HER | IT | AUTOBYTEL.COM INC. | 2000900874866 9/15/2000 | 0000910997 10/2/2003 |
| SERVICE.AUTOBYTEL. COM | IT | AUTOBYTEL.COM.INC. | 2000900852947 6/8/2000 | 0000909895 9/26/2003 |
| AUTOBYTEL.EUROPE | IT | AUTOBYTEL.COM INC. | 2000900845608 5/12/2000 | 0000909558 9/26/2003 |
| FLEETBYTEL.COM | IT | AUTOBYTEL.COM INC. | 1999900803468 11/25/1999 | 0000883751 3/4/2003 |
| AUTOBYTELDIRECT.COM | IT | AUTOBYTEL.COM INC. | 1999900803109 11/24/1999 | 0000883742 3/4/2003 |
| THE ROAD TO YOUR NEXT CAR | IT | AUTOBYTEL COM. INC. | 1999900787000 9/17/1999 | 0000882997 2/14/2003 |
| WHOLESALE.AUTOBYTEL .COM | IT | AUTOBYTEL COM. INC. | 1999900779418 8/4/1999 | 0000882180 1/28/2003 |
| CERTIFIED PRE-OWNED CYBERSTORE | IT | AUTOBYTEL.COM INC. | 1999900769301 8/4/1999 | 0000881995 1/28/2003 |
| AUTONOTIFY | IT | AUTOBYTEL.COM INC. | 1999900766822 6/14/1999 | 0000882304 2/4/2003 |
| AUTOBYTEL.COM  | IT | AUTOBYTEL.COM INC. | 1999900766820 6/14/1999 | 0000882302 2/4/2003 |
| AUTOBYTEL.COM | IT | AUTOBYTEL.COM INC. | 1999900766821 6/14/1999 | 0000882303 2/4/2003 |
| AUTOSERVICEBYTEL | IT | AUTOBYTEL.COM INC. | 1999900758395 5/10/1999 | 0000881597 1/27/2003 |
| AUTOPARTSBYTEL | IT | AUTOBYTEL.COM INC. | 1999900758394 5/10/1999 | 0000881596 1/27/2003 |
| MY GARAGE | DE | autobytel.com inc. (n.d.Ges.d. Staates Delaware) | DE30126451 4/25/2001 | 30126451 2/27/2003 |
| AUTOBYTEL FOR HER | DE | autobytel.com inc. (n.d.Ges.d. Staates Delaware) | DE30069325 9/15/2000 | 30069325 12/5/2000 |
| AUTOBYTEL EUROPE | DE | autobytel.com Inc. (n.d.Ges.d. Staates Delaware) | DE30036326 5/12/2000 | 30036326 3/13/2003 |

B. Trademark Licenses