

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM783452

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank		01/26/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CarGurus, Inc.		
<b>Street Address:</b>	2 Canal Park		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02141		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97311384	CG	
<b>Serial Number:</b>	97311377	CG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	617-248-5000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate, Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		
<b>DATE SIGNED:</b>	01/31/2023		
<b>Total Attachments: 3</b>			
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source=PNC__CarGurus - Limited Release of Security Interets in Trademark Collateral (Executed)#page2.tif			

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**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 26, 2023, is made by PNC Bank, National Association, as Collateral Agent for the Secured Parties (the "Agent") in favor of CarGurus, Inc. (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Credit Agreement dated as of September 26, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CarGurus, Inc., a Delaware corporation (the "Borrower"), each lender from time to time party thereto, each L/C Issuer party thereto and the Agent.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and Auto List, Inc., a Delaware corporation, have executed and delivered that certain Security Agreement (as amended, restated, supplemented or modified from time to time, the "Security Agreement") dated as of September 26, 2022, in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's Intellectual Property Collateral (as defined therein), including trademarks; and

WHEREAS, pursuant to the Security Agreement, the Grantor and the Agent executed the Intellectual Property Security Agreement and recorded with the United States Patent and Trademark Office on September 26, 2022 at Reel/Frame No. 7855/0138;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees as follows:

The Agent hereby RELEASES, without recourse, representation or warranty its security interest in the following collateral ("Released Collateral"):

U.S. Trademark Applications

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
CG (B&W LOGO)	97311384	14-Mar-2022	CarGurus, Inc.
CG (COLOR LOGO)	97311377	14-Mar-2022	CarGurus, Inc.

The release of the Released Collateral as provided for herein is a limited release and shall not be deemed to constitute a release of any other assets of the Grantor. The Agent agrees to

provide the Grantor, at the expense of the Grantor, with any additional authorization reasonably necessary to effect the release of the Agent's security interest in the Released Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Agent has caused this RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL to be duly executed and delivered as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: 

Name: Terence J. O'Malley

Title: Senior Vice President

[Signature Page to Release of Security Interest in Trademark Collateral]