

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM865498

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CarGurus, Inc.		01/02/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK		
<b>Street Address:</b>	400 First Ave, 4th Floor		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97976411	CARGURUS	
<b>Serial Number:</b>	97976412	CARGURUS	
<b>Serial Number:</b>	98187001	AUTOLIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175025002		
<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>	PatentDocket@choate.com		
<b>Correspondent Name:</b>	CHOATE HALL & STEWART LLP-PATENT DOCKET		
<b>Address Line 1:</b>	TWO INTERNATIONAL PLACE		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Brian E. Reese, PhD, JD, MBA		
<b>SIGNATURE:</b>	/Brian E. Reese/		
<b>DATE SIGNED:</b>	01/03/2024		
<b>Total Attachments: 4</b>			
source=CarGurus - PNC Bank - IP Supplement - January 2024#page1.tif			
source=CarGurus - PNC Bank - IP Supplement - January 2024#page2.tif			
source=CarGurus - PNC Bank - IP Supplement - January 2024#page3.tif			
source=CarGurus - PNC Bank - IP Supplement - January 2024#page4.tif			

OP \$90.00 97976411

## INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “**IP Security Agreement Supplement**”) dated January 2<sup>nd</sup>, 2024, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of PNC Bank, National Association, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, reference is made to that certain (i) Credit Agreement, dated as of September 26, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among CarGurus, Inc., a Delaware corporation (the “**Borrower**”), each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), each L/C Issuer party thereto and PNC Bank, National Association (“**PNC**”), as Administrative Agent, Collateral Agent and an L/C Issuer, and (ii) Security Agreement, dated as of September 26, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

**WHEREAS**, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges as collateral security for the prompt and complete payment and performance of the Secured Obligations to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

a. the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

b. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

c. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the

Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

D. Recordation; Electronic Execution. The Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement Supplement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement Supplement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable 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.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

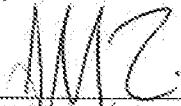
F. Governing Law; Jurisdiction. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. SECTION 10.15(b) (*SUBMISSION TO JURISDICTION*), SECTION 10.15(c) (*WAIVER OF VENUE*), SECTION 10.16 (*SERVICE OF PROCESS*) AND SECTION 10.17 (*WAIVER OF RIGHT TO TRIAL BY JURY*) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**CARGURUS, INC.**

By: \_\_\_\_\_

  
Name: Jason Trevisan

Title: Chief Executive Officer

*[Signature Page to Intellectual Property Agreement Supplement]*

**TRADEMARK**  
**REEL: 008307 FRAME: 0471**

**SCHEDULE A**  
**TRADEMARKS**

1. Trademark Applications

Trademark	Application Number	Application Date	Owner
CARGURUS	97976411	03/14/22	CarGurus, Inc.
CARGURUS (and Color Design)	97976412	03/14/22	CarGurus, Inc.
AUTOLIST	98187001	09/19/23	CarGurus, Inc.