

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI15955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CarOffer, LLC		02/07/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PNC Bank, National Association		
Street Address:	400 First Ave, 4th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6839350	BUYING MATRIX	
Registration Number:	6143850	CAROFFER	
Registration Number:	6335719	CAROFFER	
Registration Number:	7089393	CONSUMERLANE	
Registration Number:	7045011	PREMIUM XCHANGE	
Registration Number:	5065000	RETHINKING AUTOMOTIVE	
Registration Number:	4998911	VX	
Serial Number:	98037577	OFFERGUARD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6172485000		
Email:	TDocket@choate.com		
Correspondent Name:	Brian E. Reese		
Address Line 1:	Choate, Hall & Stewart LLP - Patent Docket		
Address Line 2:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2017298-0002		

OP \$215.00.00 97056683

NAME OF SUBMITTER:	CAROLINE LAWLOR
SIGNATURE:	CAROLINE LAWLOR
DATE SIGNED:	02/09/2024
Total Attachments: 8 source=CarGurus CarOffer - Intellectual Property Security Agreement#page1.tif source=CarGurus CarOffer - Intellectual Property Security Agreement#page2.tif source=CarGurus CarOffer - Intellectual Property Security Agreement#page3.tif source=CarGurus CarOffer - Intellectual Property Security Agreement#page4.tif source=CarGurus CarOffer - Intellectual Property Security Agreement#page5.tif source=CarGurus CarOffer - Intellectual Property Security Agreement#page6.tif source=CarGurus CarOffer - Intellectual Property Security Agreement#page7.tif source=CarGurus CarOffer - Intellectual Property Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated February 7, 2024, is between CarOffer, LLC, a Delaware limited liability company (“Grantor”), and 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, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. 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 Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B 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”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

d. 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 Grantor accruing thereunder or pertaining thereto;

e. 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

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

B. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of all Secured Obligations of 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 secures, as to Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by 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, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement 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 has been entered into in conjunction with the provisions of the Security Agreement. 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 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 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction. THIS IP SECURITY AGREEMENT 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*

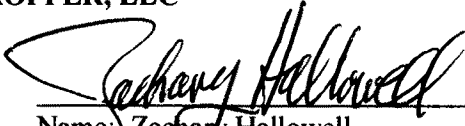
RIGHT TO TRIAL BY JURY) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

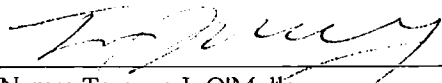
IN WITNESS WHEREOF, Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CAROFFER, LLC

By:


Name: Zachary Hallowell
Title: Chief Executive Officer

**PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent**

By: 
Name: Terence J. O'Malley
Title: Senior Vice President

[Signature Page to Intellectual Property Agreement Supplement]

**TRADEMARK
REEL: 008341 FRAME: 0749**

SCHEDULE A

1. Issued Patents

None.

2. Patent Applications

Title	Application Number	Application Date	Owner
INSTANT VEHICLE TRADING	16/947,322	07/28/2020	CAROFFER, LLC

SCHEDULE B

1. Registered Trademarks

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
BUYING MATRIX	10/01/2021	97/056,683	6,839,350	09/06/2022	CAROFFER, LLC
CAROFFER	05/16/2019	88/433,997	6,143,850	09/01/2020	CAROFFER, LLC
CAROFFER & Design	05/17/2019	88/435,381	6,335,719	04/27/2021	CAROFFER, LLC
CONSUMERLANE	08/12/2021	90/879,673	7,089,393	06/27/2023	CAROFFER, LLC
PREMIUM XCHANGE & Design	06/19/2020	90/011,457	7,045,011	05/02/2023	CAROFFER, LLC
RETHINKING AUTOMOTIVE	02/10/2015	86/530,615	5,065,000	10/18/2016	CAROFFER, LLC
VX & Design	09/16/2014	86/395,869	4,998,911	07/12/2016	CAROFFER, LLC

2. Trademark Applications

Trademark	Application Number	Application Date	Owner
OFFERGUARD & Design	98/037,577	06/12/2023	CAROFFER, LLC

SCHEDULE C

1. Registered Copyrights

None.

2. Copyright Applications

None.