

07-15-1998



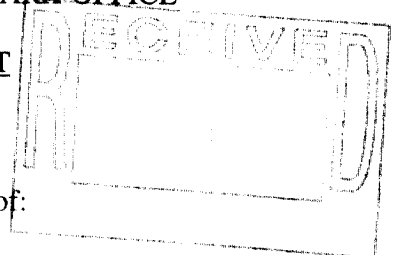
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TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:



Please record the attached original documents or copy thereof:

1. Name and address of conveying party:

The Reynolds and Reynolds Company,
an Ohio corporation
115 South Ludlow Street
Dayton, Ohio 45402

2. Name and address of receiving party:

The Cobalt Group, Inc.,
a Washington corporation
Suite 300
2030 First Avenue
Seattle, Washington 98121

3. Nature of conveyance: Assignment

Execution Date: November 25, 1997

4. Registration number:

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
1,915,360	DealerNet	August 29, 1995

5. Name and address of party to whom correspondence concerning document should be mailed:

07/14/1998 DNGUYEN 00000315 1915360

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Milissa J. ~~Stoel~~ Rives
Stoel Rives LLP
900 S.W. Fifth Avenue, Suite 2300
Portland, Oregon 97204
(503) 224-3380

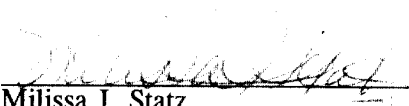
6. Total number of registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

8. The Commissioner is hereby authorized to charge any additional fees which may be required in connection with the recording of this document or to credit any overpayment to Deposit Account No. 19-4455.

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,


Milissa J. Statz

Total number of pages comprising cover sheet and conveyance: 4

Date: July 2, 1998
STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2300
Portland, Oregon 97204-1268
Telephone: (503) 224-3380
Attorney Docket No. 25343/2

TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") is made as of November 25 1997, by The Reynolds and Reynolds Company, an Ohio corporation, located at 115 South Ludlow Street, Dayton, Ohio 45402 ("Seller") to The Cobalt Group, Inc., a Washington corporation, located at Suite 300, 2030 First Avenue, Seattle, Washington 98121 ("Purchaser").

Purchaser is purchasing certain assets of Seller under an Acquisition and Investment Agreement dated as of November 25, 1997 ("Acquisition Agreement") between Seller and Purchaser.

Unless otherwise defined in this Assignment, all terms used herein which are defined in the Acquisition Agreement shall have the meaning given them in the Acquisition Agreement.

In connection with the purchase contemplated by the Acquisition Agreement, Purchaser desires to obtain all right, title and interest in and to certain trademarks owned by Seller

This Assignment shall become effective at the Effective Time.

For good and valuable consideration, receipt of which is hereby acknowledged:

1. Seller hereby irrevocably assigns and transfers to Purchaser all right, title and interest in and to the trademarks listed on Exhibit A attached hereto, with the registrations and applications therefor, together with the goodwill of the business symbolized by such trademarks, and all causes of action arising from any of the trademarks transferred hereby
2. No representations or warranties with respect to the subject matter hereof shall be deemed to be made in this Assignment, and all limitations and disclaimers with respect to such representations and warranties set forth in the Acquisition Agreement are incorporated herein by this reference.

Nothing herein shall be deemed to constitute an assignment or transfer of any Excluded Assets or an assumption by Purchaser of any Excluded Liabilities.

3. Upon reasonable request by (and at the expense of) Purchaser, Seller will execute, acknowledge and deliver such additional instruments of assignment as may be reasonably necessary to establish the ownership of record of all trademarks transferred under this Assignment.

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed as of the date first above written.

THE REYNOLDS AND REYNOLDS COMPANY
an Ohio corporation


By 
Daniel W. Dittman
Sr. Vice President Finance & Administration

EXHIBIT A
TO TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg. Date</u>
DealerNet	U.S. Registration No. 1,915,360	8/29/95
DealerNet	Canadian Application Serial No 819,353	7/30/96
DealerNet	U.K. Application Serial No. 2,107,667	8/14/97

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RECORDED: 07/02/1998

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