

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMotors.com, Inc.		05/04/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AutoTrader.com, Inc.		
Street Address:	5755 Peachtree Dunwoody Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2401930	AUTOBIOGRAPHY	
CORRESPONDENCE DATA			
Fax Number:	(202)776-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 776-2812		
Email:	trademark@dowlohnes.com		
Correspondent Name:	Elisa P. Rosen		
Address Line 1:	1200 New Hampshire Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
NAME OF SUBMITTER:	Attorney		
Signature:	/Elisa P. Rosen/		
Date:	05/16/2007		
Total Attachments: 2			

OP \$40.00 2401930

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AGREEMENT

This Agreement is entered into as of the last date written below (the "Effective Date"), by and between IMotors.com, Inc., with an address at 898 West El Camino Real, Sunnyvale, CA 94087 (the "Assignor"), and AutoTrader.com, Inc., with an address at 5755 Peachtree Dunwoody Road, Atlanta, GA 30328 (the "Assignee").

Assignor represents that it is the owner of all right, title and interest in and to the service mark AUTOBIOGRAPHY (the "Mark"). Assignee desires to acquire Assignor's interest in the Mark, and Assignor desires to sell its interest in the Mark to Assignee.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Mark, together with the registration for the Mark (Reg. No. 2,401,930) and the goodwill of the business symbolized by the Mark, which shall be effective subject to and conditioned upon as well as only after Assignee's full and timely non-refundable payment of the amount payable to Assignor as set forth in paragraph 4 hereof, in cash, certified funds, or cashier's check.

2. Within five (5) days after the signing of this Agreement, Assignor will file with the United States Patent and Trademark Office ("USPTO") all documentation necessary to record the release of the security interest in the Mark that Assignor's predecessor in interest, Auto Choice, assigned to Foothill Capital Corporation on June 2, 2000 (the "Security Interest"). After Assignor has recorded such release with the USPTO, Assignor will provide Assignee written notice of such recordation (the "Recordation Notice"). Assignor will include with the Recordation Notice a complete copy of the filing that it made with the USPTO under the first sentence of this Section 2.

3. Assignor agrees to execute any additional documents reasonably requested by Assignee, or its successors and assigns, to effect the purposes of this Agreement.

4. Assignee shall pay Assignor [REDACTED] within fifteen (15) days after the date Assignee receives the Recordation Notice from Assignor, provided that Assignor has recorded with the USPTO all documentation necessary to release the security interest in the Mark as described in the first sentence of Section 2.

5. Assignor represents and warrants that: (a) it is a corporation, duly organized, validly existing and in good standing under the laws of the state of California; (b) it has not previously assigned or licensed to any third party any of the rights transferred and assigned to Assignee pursuant to this Agreement; (c) it shall not transfer to any other party any of the rights intended to be transferred and assigned to Assignee pursuant to this Agreement; (d) that it has the full and unencumbered right to enter into this Agreement and to grant to Assignee the rights transferred and assigned to Assignee herein; and (e) the Security Interest has been fully released. Assignor shall indemnify, defend and hold harmless Assignee and its directors, officers, employees and agents from and against any actions, claims, demands, liabilities, expenses and costs (including, without limitation, reasonable attorney's fees) arising out of any third party

claim relating to the breach or alleged breach by Assignor of any of its representations, warranties or obligations under this Agreement.

6. Upon the signing of this Agreement, Assignor agrees to cease all use of the Mark. Assignor also agrees not to adopt any mark that is confusingly similar to the Mark.

7. This Agreement constitutes the entire agreement and understanding amongst the parties with respect to the subject matter hereto and supersedes all prior or contemporaneous proposals, communications and understandings, oral or written relating to the subject matter of this Agreement. Any amendment or modification to this Agreement must be in a writing signed by both parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and assigns. The parties agree to keep the terms of this Agreement confidential and shall not disclose the terms of this Agreement to any third party without the prior written consent of the party to this Agreement. This Agreement shall be governed by the laws of the State of Georgia, without reference to its choice of law rules.

8. If any provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

9. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and both of which taken together shall constitute one and the same Agreement. The undersigned represent and warrant that they are authorized to sign this Agreement on behalf of the party indicated.

ASSIGNOR
By: [Signature]
Name: ADAM SIMMS
Title: President CEO
Date: 5-2-07

ASSIGNEE
By: [Signature]
Name: David B. Pyle
Title: Director Advertising
Date: 5.04.07