

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Colbalt Group, Inc.		08/20/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3168452	DEALIX
Registration Number:	2524391	MOTORPLACE.COM
Registration Number:	2689156	COWBOY
Registration Number:	2689155	COWBOY PROSPECTOR
Registration Number:	2706014	WEBTRAK
Registration Number:	2370178	AUTO TOWN
Registration Number:	2472693	AUTO TOWN
Registration Number:	2266514	WEBEDGE
Registration Number:	2067920	AUTO TOWN
Registration Number:	1915360	DEALERNET
Registration Number:	2464993	DEALER'S CHOICE
Registration Number:	2454398	GETTING YOUR SHARE OF THE NET YET?
Registration Number:	2499440	INSTANT INCENTIVES
Registration Number:	3119121	ONSTATION

CH \$440.00 3168452

Registration Number:	3128910	E-ADVANTAGE
Serial Number:	77206641	COBALT
Serial Number:	75510495	COBALT

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: beth.brown@thomson.com
Correspondent Name: Cahill Gordon & Reindel LLP
Address Line 1: 80 Pine St.
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	214110
NAME OF SUBMITTER:	Beth Brown
Signature:	/Beth Brown/
Date:	09/05/2007

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement, dated as of August 20, 2007, by THE COBALT GROUP, INC., a Washington corporation (“Pledgor”), in favor of JEFFERIES FINANCE LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a security agreement dated as of August 20, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement to confirm and evidence the security interest granted pursuant to the Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, any United States Trademark application that is based on an intent-to-use interest, unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In

the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

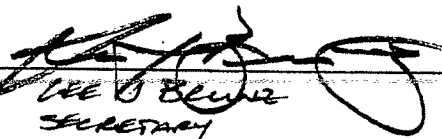
Very truly yours,

THE COBALT GROUP, INC.,
as Pledgor

By: _____

Name: _____

Title: _____

Handwritten signature and title in black ink. The signature is a stylized cursive script. Below the signature, the word "SECRETARY" is written in a similar cursive style.

[Cobalt Trademark Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:



Name: E.J. Hess

Title: Managing Director

[Cobalt Trademark Security Agreement]

TRADEMARK
REEL: 003615 FRAME: 0434

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>SERIAL NUMBER</u>	<u>TRADEMARK</u>
The Cobalt Group, Inc.	3,1684,52	78-775,415	DEALIX
The Cobalt Group, Inc.	2,524,391	76-034,519	MOTORPLACE.COM
The Cobalt Group, Inc.	2,689,156	76-165-719	COWBOY
The Cobalt Group, Inc.	2,689,155	76-165,651	COWBOY PROSPECTOR
The Cobalt Group, Inc.	2,706,014	76-158,845	WEBTRAK
The Cobalt Group, Inc.	2,370,178	75-593,296	AUTO TOWN
*The Cobalt Group, Inc.	2,472,693	75-581,215	AUTO TOWN & DESIGN
The Cobalt Group, Inc.	2,266,514	75-415,727	WEBEDGE
**The Cobalt Group, Inc.	2,067,920	75-012,099	AUTO TOWN
The Cobalt Group, Inc.	1,915,360	74-558,479	DEALERNET
*The Cobalt Group, Inc.	2,464,993	75-721,318	DEALER'S CHOICE
*The Cobalt Group, Inc.	2,454,398	75-509,205	GETTING YOUR SHARE OF THE NET YET?
*The Cobalt Group, Inc.	2,499,440	75-721,311	INSTANT INCENTIVES
The Cobalt Group, Inc.	3,119,121	78-368,956	ONSTATION
The Cobalt Group, Inc.	3,128,910	78-563,206	E-ADVANTAGE

*Section 8 declarations have not been filed. Registrations will be cancelled.

**Renewal application has not been filed. Registration will lapse.

Applications:

<u>OWNER</u>	<u>APPLICATI ON NUMBER</u>	<u>SERIAL NUMBER</u>	<u>TRADEMARK</u>
The Cobalt Group, Inc.		77-206,641	COBALT & DESIGN

The Cobalt Group, Inc.

75-510,495

COBALT