

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
DealerTrack Canada, Inc.	FORMERLY Trade Tracker Incorporated	04/20/2011	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	712 Main Street		
<b>Internal Address:</b>	Floor 7 North		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	a National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2780595	CUROMAX	
Registration Number:	3757967	TRADETRACKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)251-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-251-5194		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Keren Siman-Tov		
<b>Address Line 1:</b>	2550 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1539		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>Signature:</b>	/J. Jason Mull/		

OP \$65.00 2780595

Date:

05/16/2011

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 20, 2011 is made by DealerTrack Canada, Inc. (f/k/a Trade Tracker Incorporated), an Ontario corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 712 Main Street, Floor 7 North, Houston, Texas 77002, as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 20, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, DealerTrack Holdings, Inc., a Delaware corporation (the "Company"), the Grantor (together with the Company, the "Borrowers"), the Lenders, the Agent and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Company have executed and delivered a Canadian Guarantee and Collateral Agreement, dated as of April 20, 2011 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Canadian Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Canadian Guarantee and Collateral Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Canadian Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States

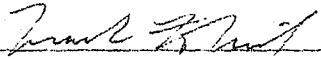
Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Canadian Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof, including, but not limited to, the exceptions to the grant of security interest as described in Section 3(q). The Canadian Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Canadian Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Canadian Guarantee and Collateral Agreement, the terms of the Canadian Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEALERTRACK CANADA, INC. (F/K/A TRADE  
TRACKER INCORPORATED),  
as Grantor

By:   
Name:  
Title:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: 

Name: David Gibbs

Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights – DealerTrack Canada, Inc.]

**TRADEMARK**  
**REEL: 004541 FRAME: 0520**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
DealerTrack Canada, Inc.	78/024,644	2,780,595	CUROMAX
DealerTrack Canada, Inc. (f/k/a Trade Tracker Incorporated)	77/164,247	3,757,967	TRADETRACKER

**Non-Registered Trademarks**

None.

**Exclusive Licenses in U.S. Trademarks and Trademark Applications**

None.