

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dealertrack Registration and Titling Services - Louisiana, LLC		04/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	712 Main Street
Internal Address:	Floor 7 North
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	4095580	CASEY & CASEY
Registration Number:	4095581	AUTO TITLE EXPRESS CASEY & CASEY
Registration Number:	4120603	AUTO TITLE EXPRESS

CORRESPONDENCE DATA	
Fax Number:	2124552502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(212) 455-2511
Email:	ksolomon@stblaw.com
Correspondent Name:	Julia S. Van De Walle, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1539
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NAME OF SUBMITTER:	Julia S. Van De Walle
Signature:	/jw/
Date:	06/13/2013
Total Attachments: 4 source=DealertrackTrademark Security Agreement#page1.tif source=DealertrackTrademark Security Agreement#page2.tif source=DealertrackTrademark Security Agreement#page3.tif source=DealertrackTrademark Security Agreement#page4.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of April 1, 2013 is made by Dealertrack Registration and Titling Services - Louisiana, LLC, a Delaware limited liability company (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 Technologies, Inc., a Delaware corporation (the “Company”), and Dealertrack Canada, Inc., an Ontario corporation (the “Canadian Borrower” and together with the Company, the “Borrowers”), the Lenders, the Agent and the other agents parties thereto.

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 Company, the Grantor and certain other subsidiaries of the Company have executed and delivered a U.S. 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 “U.S. Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, the 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, the 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 U.S. Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor’s rights, 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 the 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 U.S. 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) thereof. The U.S. Guarantee and Collateral

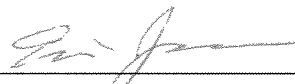
Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The 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 U.S. 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 U.S. Guarantee and Collateral Agreement, the terms of the U.S. Guarantee and Collateral Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has 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 REGISTRATION AND
TITLING SERVICES - LOUISIANA, LLC, as
Grantor|
By: General Systems Solutions, Inc., its Member

By: 
Name: Eric Jacobs
Title: EVP, CFO/CAG

Schedule A

Trademarks

Mark	Application No.	Date Filed	Date Published	Registration No.	Date Issued
CASEY & CASEY	85/247676	February 21, 2011	November 22, 2011	Registration No. 4,095,580	February 7, 2012
AUTO TITLE EXPRESS CASEY & CASEY (design plus words)	85/247711	February 21, 2011	November 22, 2011	Registration No. 4,095,581	February 7, 2012
AUTO TITLE EXPRESS	85247725	February 21, 2011	January 17, 2012	Registration No. 4,120,603	April 3, 2012
“Auto Title Express ELT and Logo”				Certificate ID: 10038213#0B30, Book # 62-1636	January 19, 2010
“Auto Title Express”				Book # 55-1041	April 16, 1997