

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
Automotive Information Systems, Inc.		02/07/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	vAuto, Inc.		
Street Address:	2221 Camden Court, Suite 210		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85841871	AUTODOLLARS	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-815-6500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Christine P. James, Esq.		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
ATTORNEY DOCKET NUMBER:	96054/887512		
NAME OF SUBMITTER:	Christine P. James		
Signature:	/CPJ/		

OP \$40.00 85841871

Date:

09/06/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of February 7, 2013, is entered into by and between Automotive Information Systems, Inc., a Michigan corporation (the "Assignor"), and vAuto, Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of even date herewith, by and among the Assignor, the Assignee and the Stockholder identified therein (the "Purchase Agreement"), the Assignor has agreed to sell, assign, transfer, convey and deliver the Assets to the Assignee;

WHEREAS, the Assignor is the registered owner of the following marks, which are subject to pending applications for registration with the United States Patent and Trademark Office (the "Marks");

Mark	Serial No.	Goods/Services	Int'l Classes
AUTODOLLARS	85841871	Business information services, namely preparing and providing reports to dealerships for their customers, regarding availability of manufacturer incentive and rebate programs by location, employment, and affinity program status.	035
BALLPARK PAYMENTS	85524840	Providing a website featuring information about vehicle financing.	035

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title and interest in and to the Marks and the applications and registrations therefor, and the goodwill associated therewith, in each case pursuant to this Assignment and the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Marks. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, forever, all of the Assignor's right, title and interest in and to the Marks, including the applications and registrations therefor and the goodwill of the business symbolized thereby, and the Assignee does hereby accept such assignment from the Assignor.

2. Entire Agreement. This Assignment is one of the Transaction Documents to be delivered in consummation of the transactions contemplated by the Purchase Agreement.

Nothing contained in this Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement or any rights (including any rights to indemnification or for Damages) or obligations of the parties under the Purchase Agreement and, to the extent of any conflict between the Purchase Agreement and this Assignment, the terms and provisions of the Purchase Agreement shall prevail. Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12 and 10.13 of the Purchase Agreement are hereby incorporated herein by reference.

3. Capitalized Terms. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

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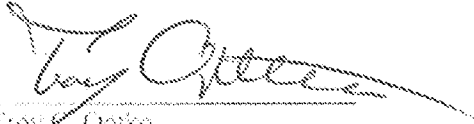
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

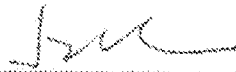
AUTOMOTIVE INFORMATION
SYSTEMS, INC.

ASSIGNEE:

VAUTO, INC.



Name: Troy C. Onke
Title: President



Name: Keith A. Jezek
Title: President

Execution Page to Trademark Assignment