

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DR Media Holdings, LLC		06/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3885725	DEALERRATER	
Registration Number:	3873182	DEALERRATER	
Registration Number:	3943708	ACTIVE DEALERRATER CERTIFIED	
Registration Number:	4854265	CERTIFIEDESENTIALS	
Registration Number:	4854263	LOTSHOT	
Registration Number:	4803777	DEALERRATER	
Registration Number:	4898631	REVIEWBUILDER	
Registration Number:	4898629	RESOLUTION ADVANTAGE	
Registration Number:	4847929	SERVICEENGAGE	
Registration Number:	4842906	360CONNECT	
Registration Number:	4407053	360CERTIFIED	
Registration Number:	4558329	DEALERRATER REVIEWS DRIVE BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	jmull@stblaw.com		
TRADEMARK			

CH \$315.00 3885725

Correspondent Name: Genevieve Dorment
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2053

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 06/02/2017

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 1, 2017 is made by DR MEDIA HOLDINGS, LLC, a Delaware limited liability company, located at 175 W. Jackson Blvd, Suite 800 Chicago, IL 60604 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 31, 2017 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), among Cars.com Inc., a Delaware corporation and parent of Obligor ("Borrower"), each of the Subsidiary Guarantors party thereto, the Lenders, and the Agent.

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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered a Security Agreement, dated as of June 1, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

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 Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademarks, including those listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security 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.

(Remainder of the page intentionally left blank)

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.

DR MEDIA HOLDINGS, LLC

By: Becky Sheehan
Name: Becky Sheehan
Title: Chief Financial Officer

{Signature Page to Grant of Security Interest in Trademark Rights}

TRADEMARK
REEL: 006075 FRAME: 0698

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

By 
Name: Davide Migliardi
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006075 FRAME: 0699

Schedule A

U.S. Trademark Registrations and Applications

Mark	Owner	Registration/Serial No.
DEALERRATER	DR Media Holdings, LLC	3885725
DEALERRATER & design	DR Media Holdings, LLC	3873182
ACTIVE DEALERRATER CERTIFIED & design	DR Media Holdings, LLC	3943708
CERTIFIEDESSENTIALS	DR Media Holdings, LLC	4854265
LOTSHOT	DR Media Holdings, LLC	4854263
DEALERRATER	DR Media Holdings, LLC	4803777
REVIEWBUILDER	DR Media Holdings, LLC	4898631
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