

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUTOTRADER.COM, INC.	06/14/2010
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	7000 CENTRAL PARKWAY, SUITE 600
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11565147
Application Number:	10659746
Application Number:	12342944
Application Number:	10106850
Application Number:	12789493
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3016380511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	35790
NAME OF SUBMITTER:	Penelope J.A. Agodoa

OP \$200.00 11565147

**501204195**

**PATENT**  
**REEL: 024533 FRAME: 0319**

Total Attachments: 6

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**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

AUTOTRADER.COM, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 14, 2010

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address: \_\_\_\_\_

Street Address: 7000 CENTRAL PARKWAY, SUITE 600

City: ATLANTA

State: GEORGIA

Country: USA Zip: 30328

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

PLEASE SEE ATTACHED SCHEDULE.

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and patents involved: 5**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

JUNE 14, 2010

Date

ALEXANDER L KAIN

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

**6**

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of June 14, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of June 14, 2010 (the “**Pledge and Security Agreement**”) between AutoTrader.com, Inc. (the “**Borrower**”), certain Subsidiaries of the Borrower party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest**

As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any and all of the following assets, in each case whether now owned or hereafter acquired and wherever located (collectively, the “**Patent Collateral**”):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including (i) each patent and patent application required to be set forth in Schedule A under the heading “Patents and Patent Applications” (as such schedule may be supplemented or amended from time to time pursuant hereto), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; provided that the Patent Collateral shall not include Excluded Assets.

### **SECTION 3. Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

AUTOTRADER.COM, INC.

By: David Amundsen

Name: David B. Amundsen

Title: Vice President - Finance

STATE OF Georgia )

ss.

COUNTY OF Forsyth )

On this 11th day of June, 2010 before me personally appeared David Amundsen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Autotrader.com, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Christy Patterson  
Notary Public  
Forsyth County  
State of Georgia  
My Commission Expires August 6, 2012

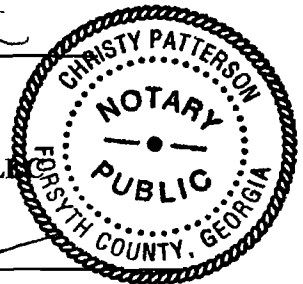
Christy Patterson  
Notary Public

ATC IP LICENSE HOLDINGS, LLC

By: David Amundsen

Name: David B. Amundsen

Title: Vice President - Finance



STATE OF Georgia )

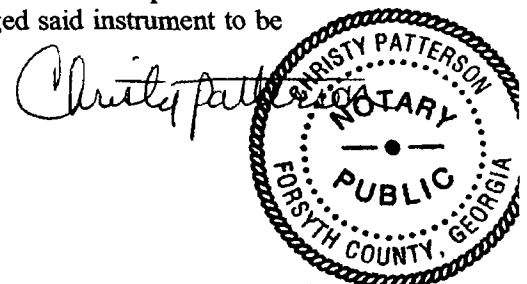
ss.

COUNTY OF Forsyth )

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Christy Patterson  
Notary Public  
Forsyth County  
State of Georgia  
My Commission Expires August 6, 2012

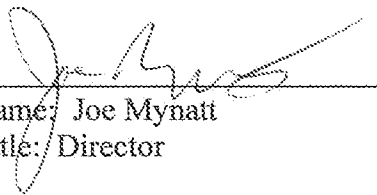
[Signature Page to Patent Security Agreement]



PATENT

REEL: 024533 FRAME: 0324

Accepted and Agreed:  
**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Joe Mynatt  
Title: Director

Signature Page to Patent Security Agreement

**PATENT**  
**REEL: 024533 FRAME: 0325**

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

**I. Patents**

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None			

**Patent Applications**

<b>Grantor</b>	<b>Applicant/Assignee</b>	<b>Jurisdiction</b>	<b>Title of Patent</b>	<b>Serial No.</b>	<b>Filing Date</b>
AutoTrader.com, Inc.	AutoTrader.com, Inc.	United States	Structured computer-assisted method and apparatus for filtering information presentation	11/565,147	November 30, 2006.
AutoTrader.com, Inc.	AutoTrader.com, Inc.	United States	Efficient online auction style listings that encourage out-of-channel negotiation	10/659,746	September 11, 2003.
AutoTrader.com, Inc.	AutoTrader.com, Inc.	United States	Computer based systems and methods for managing online display advertising	12/342,944	December 23, 2008.
AutoTrader.com, Inc.	AutoTrader.com, Inc.	United States	Computer-based system and method for assessing and reporting on the scarcity of a product or service	10/106,850	March 27, 2002.
AutoTrader.com, Inc.	AutoTrader.com, Inc.; Robinson, Tony; Burson, Rob.	United States	Trained predictive services to interdict undesired website accesses	12/789,493	May 28, 2010.