## 502762958 04/10/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2809554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	03/28/2014

### **RECEIVING PARTY DATA**

Name:	AUTOTRADER.COM, INC.	
Street Address:	5775 PEACHTREE DUNWOODY ROAD	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30342	
Name:	KELLEY BLUE BOOK CO., INC.	
Street Address:	195 TECHNOLOGY DRIVE	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618	
Name:	CDMDATA, INC.	
Street Address:	100 SOUTH 5TH STREET, #1075	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55402	
Name:	VAUTO, INC.	
Street Address:	2221 CAMDEN COURT, SUITE 210	
City:	OAK BROOK	
State/Country:	ILLINOIS	
Postal Code:	60523	

#### **PROPERTY NUMBERS Total: 10**

502762958

Property Type	Number
Application Number:	11565147
Application Number:	10659746
Application Number:	12342944
Application Number:	10106850
Application Number:	12789493
Application Number:	61304192

**PATENT** 

REEL: 032658 FRAME: 0418

Property Type	Number
Application Number:	12139390
Application Number:	11332935
Application Number:	12077081
Application Number:	12586002

#### **CORRESPONDENCE DATA**

**Fax Number:** (866)826-5420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 301-638-0511

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:	CRS1-39377
NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
SIGNATURE:	/pja/
DATE SIGNED:	04/10/2014

Total Attachments: 4 source=39377#page1.tif source=39377#page2.tif source=39377#page3.tif source=39377#page4.tif

> PATENT REEL: 032658 FRAME: 0419

TERMINATION AND RELEASE OF PATENT SECURITY INTEREST, dated as of March 28, 2014 (this "Release"), by WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent under the Existing Credit Agreement (as defined below), in favor of the Grantors. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Existing Credit Agreement, the Existing Security Agreement or the Existing Patent Security Agreement, as applicable, referred to below.

Reference is made to (i) the Credit and Guarantee Agreement dated as of December 15, 2010 (as amended as of June 14, 2011, further amended as of April 30, 2012, further amended as of September 13, 2013 and further amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), among AutoTrader.com, Inc., (the "Borrower"), certain Subsidiaries of the Borrower party thereto, as Guarantor Subsidiaries, the Lenders party thereto (the "Lenders"), and Wells Fargo Bank, National Association, as Administrative Agent and as Collateral Agent, (ii) the Pledge and Security Agreement dated as of December 15, 2010 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Security Agreement"), among the Borrower, certain Subsidiaries of the Borrower, and Wells Fargo Bank, National Association as Collateral Agent (the "Collateral Agent"), and (iii) the Patent Security Agreement dated as of December 15, 2010 (the "Existing Patent Security Agreement") among the Borrower, ATC IP License Holdings, LLC, vAuto, Inc., Kelley Blue Book Co., Inc., APJ Holdings, Inc., CDMData, Inc., CDM Dealer Services, Inc., HN Acquisition, Inc., (collectively, the "Grantors", and each, a "Grantor") and the Collateral Agent, ((ii) and (iii), together, the "Existing Security Agreements").

WHEREAS, pursuant to the Existing Security Agreements, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantors in certain intellectual property, including the patents of the Grantors set forth on Schedule A hereto (the "Patents"), which security interests were recorded with the United States Patent and Trademark Office on December 21, 2010 on Reel 25528, Frame 258.

WHEREAS, in connection with the payment in full of all Obligations of the Borrower and the Credit Parties, the termination in whole of the Revolving Commitments and the release of security interests under the Collateral Documents, the Borrower has informed the Collateral Agent of its desire that the Collateral Agent, on behalf of the Secured Parties, release all right, title and interest granted to it, for the benefit of the Secured Parties, under the Existing Security Agreements in and to the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates the Existing Patent Security Agreement, (ii) terminates, cancels and releases any and all

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security interests it has in and against the Patents and (iii) reassigns all right, title and interest it may have in, to or under the Patents, together with the goodwill associated therewith, including without limitation any renewals of any of the foregoing, and any proceeds of the foregoing, and any claims against third parties for past, present or future infringement or dilution of the Patents, to the applicable Grantor.

The Collateral Agent shall take all further actions, and provide to any Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purposes of this Release at the expense of such Grantor.

The execution and delivery of this Release and the performance of any actions by the Collateral Agent in accordance with this Release are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE 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.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent,

By

Name: Ekta Patel

Title: Vice President

[SIGNATURE PAGE TO PATENT RELEASE]

### SCHEDULE A

# PATENTS AND PATENT APPLICATIONS

Grantor	Title	Serial No.	Filing Date	Patent No.	Issue Date
AutoTrader.com, Inc.	Structured computer-assisted method and apparatus for filtering information presentation	11/565,147	11/30/2006	-	-
AutoTrader.com, Inc.	Efficient online auction style listings that encourage out-of-channel negotiation	10/659,746	09/11/2003	-	
AutoTrader.com, Inc.	Computer based systems and methods for managing online display advertising	12/342,944	12/23/2008	-	-
AutoTrader.com, Inc.	Computer-based system and method for assessing and reporting on the scarcity of a product or service	10/106,850	03/27/2002	-	-
AutoTrader.com, Inc.	Trained predictive services to interdict undesired website accesses	12/789,493	05/28/2010	-	-
Kelley Blue Book Co., Inc.	Method and System for Selling Motor Vehicles by Providing Updated Vehicle Value Information to Prospective Buyers (Provisional Application)	61/304,192	02/12/2010	-	-
CDMdata, Inc.	System and Method for Marketing Vehicles Residing on a Dealership Lot	12/139,390	06/13/2008	-	-
CDMdata, Inc.	System and Method for Marketing Vehicles Residing on a Dealership Lot.	2,668,629	06/10/2009	-	-
vAuto, Inc.	System and Method for Managing Business	11/332,935	01/17/2006	-	-
vAuto, Inc.	System and Method for Providing Competitive Pricing for Automobiles	12/077,081	03/14/2008	-	-
vAuto, Inc.	System and Method for Providing Competitive Pricing for Automobiles	12/586,002	09/15/2009	-	-

RECORDED: 04/10/2014

PATENT REEL: 032658 FRAME: 0423