

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2891507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEALER DOT COM, INC.	05/20/2014
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S. DEARBORN, 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8112279
Application Number:	13755901
Application Number:	14171386
Application Number:	14238151
Application Number:	61931542
CORRESPONDENCE DATA	
Fax Number:	(650)251-5002
<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>	
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Correspondent Name:	MARCELA ROBLEDO, ESQ.
Address Line 1:	SIMPSON THACHER & BARTLETT LLP
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ATTORNEY DOCKET NUMBER:	509265/1539
NAME OF SUBMITTER:	MARCELA ROBLEDO
SIGNATURE:	/mr/
DATE SIGNED:	06/10/2014
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of May 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), is made by DEALER DOT COM, INC., a Delaware corporation with an address at 1111 Marcus Ave., Suite M04, Lake Success, NY 11042 (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., a national association with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603 as administrative agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Dealertrack Technologies, Inc., a Delaware corporation, Dealertrack Canada, Inc., an Ontario corporation (collectively, the "Borrowers"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of February 28, 2014 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given to such terms in the Credit Agreement or in the Guarantee and Collateral Agreement referred to below.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into a U.S. Guarantee and Collateral Agreement, dated as of February 28, 2014, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to certain Collateral, including, without limitation, certain of its Patents, and has agreed as a condition thereof to execute this Patent Security Agreement in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable United States Governmental Authorities).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Grant of Security. The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) any and all (i) letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, (ii) applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) any reissues, continuations, continuations-in-part, divisions, or extensions

of the foregoing, similar legal protections related thereto, or rights to obtain the foregoing, including, without limitation, any identified in Schedule 1;

(b) all Patent Licenses, including, without limitation, any identified in Schedule 1; and

(c) the right to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Patent Security Agreement.

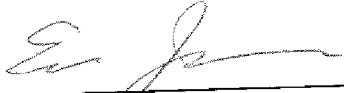
SECTION 3. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Patent Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.


IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

DEALER DOT COM, INC.

By: 
Name: ERIC JACOBS
Title: EVP, CFO/CAO

[Patent Security Agreement – Dealer Dot Com, Inc.]

JPMORGAN CHASE BANK, N.A.

By: 
Name: _____
Title: **Justin B. Kelley**
Vice President

[Patent Security Agreement – Dealer Dot Com, Inc.]

PATENT
REEL: 033115 FRAME: 0486

Schedule 1

PATENTS AND PATENT APPLICATIONS

Country	Status	Application #	Patent #	Title
USA	Granted	12/192783	8112279	Automatic Creation of Audio Files
USA	Granted	13/755901	N/A	Image Capture System
USA		14/171,386	N/A	Web Navigation System with Persistent Search Results
USA		14/238,151		Automatic Inventory Management System
USA		61/931,542		Automatic Display of Products Viewed on Distinct Web Domains