

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5512016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AW GUA USA, INC.	04/30/2019
AUTOBYTEL, INC.	04/30/2019
AUTOWEB, INC.	04/30/2019
CAR.COM, INC.	04/30/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	500 FIRST AVENUE
<b>Internal Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8255270
Patent Number:	8326676
Patent Number:	8352306
Patent Number:	8321256
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)832-5619
<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>	
<b>Phone:</b>	2155695619
<b>Email:</b>	pecsenye@blankrome.com
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE
<b>Address Line 1:</b>	ONE LOGAN SQUARE
<b>Address Line 2:</b>	8TH FLOOR
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	074658-19022
<b>NAME OF SUBMITTER:</b>	TIMOTHY D. PECSENYE
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/

PATENT

<b>DATE SIGNED:</b>	05/08/2019
<b>Total Attachments: 6</b> source=TAB 6 - Patent Security Agreement#page1.tif source=TAB 6 - Patent Security Agreement#page2.tif source=TAB 6 - Patent Security Agreement#page3.tif source=TAB 6 - Patent Security Agreement#page4.tif source=TAB 6 - Patent Security Agreement#page5.tif source=TAB 6 - Patent Security Agreement#page6.tif	

## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 30<sup>th</sup> day of April, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among AUTOWEB, INC., a Delaware corporation ("Autoweb"), and together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), CAR.COM, INC., a Delaware corporation ("Car.com"), AUTOBYTEL, INC., a Delaware corporation ("Autobytel"), [AW GUA USA, INC., a Delaware corporation ("AW GUA USA"), and together with Car.com, Autobytel and each Person joined thereto as a guarantor from time to time, (collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of such Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent

Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

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

GRANTORS:

AUTOWEB, INC.

By: 

Name: Joseph P. Hannan

Title: Executive Vice President

CAR.COM, INC.

By: 

Name: Joseph P. Hannan

Title: Executive Vice President

AUTOBYTEL, INC.

By: 

Name: Joseph P. Hannan

Title: Executive Vice President

AW GUA USA, INC.

By: 


Name: Joseph P. Hannan

Title: Executive Vice President

[Signature Page to Patent Security Agreement]

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Scott K. Goldstein  
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 049112 FRAME: 0139**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patents

<b>Grantor</b>	<b>Country</b>	<b>Description of Patent</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>
AutoWeb, Inc.	U.S.	Systems and methods relating to a lead distribution engine that accommodates internal and imported destination relationships	11/971753 8255270	1/9/2008 8/28/2012
AutoWeb, Inc.	U.S.	Systems and methods relating to a lead distribution engine that uses margin scores	11/971809 8326676	1/9/2008 12/4/2012
AutoWeb, Inc.	U.S.	Systems and methods relating to a lead distribution engine with quality assessment of lead sources	11/971822 8352306	1/9/2008 1/8/2013
AutoWeb, Inc.	U.S.	Systems and methods relating to an opportunity distribution engine and distribution simulation	11/971823 8321256	1/9/2008 11/27/2012