

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6034093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT FOR SECURITY - PATENTS
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AUTOWEB, INC.	03/26/2020
AUTOBYTEL, INC.	03/26/2020
AW GUA USA, INC.	03/26/2020
CAR.COM, INC.	03/26/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CIT NORTHBRIDGE CREDIT LLC
<b>Street Address:</b>	11 WEST 42ND STREET, 12TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<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>	(617)523-6850
<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>	617-523-2700
<b>Email:</b>	susan.dinicola@hklaw.com,lorrin.stone@hklaw.com
<b>Correspondent Name:</b>	HOLLAND & KNIGHT LLP
<b>Address Line 1:</b>	10 ST. JAMES AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116
<b>ATTORNEY DOCKET NUMBER:</b>	155248.00024
<b>NAME OF SUBMITTER:</b>	SUSAN C. DINICOLA
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	03/26/2020

**Total Attachments: 3**

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**ASSIGNMENT FOR SECURITY - PATENTS**

THIS ASSIGNMENT FOR SECURITY – PATENTS, (as it may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Assignment”), dated as of March 26, 2020, is entered into by and between AUTOWEB, INC., AUTOBYTEL, INC., AW GUA USA, INC., and CAR.COM, INC., each a Delaware corporation (collectively, the “Assignor”) and CIT NORTHBRIDGE CREDIT LLC, a Delaware limited liability company, as agent under the below defined Loan Agreement (in such capacity together with its successors and assigns in such capacity, the “Agent”)

WHEREAS, Assignor holds all right, title and interest in and to, the patents listed on the attached Schedule A, which patents are registered or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, Assignor has entered into that certain Loan, Security and Guarantee Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Assignor, the financial institutions party thereto from time to time as lenders (collectively, the “Lenders”) and Agent; and

WHEREAS, pursuant to the Loan Agreement, Assignor has granted to the Agent for the benefit of each Lender and the other Secured Parties (as defined in the Loan Agreement) a continuing security interest in all right, title and interest of Assignor in, to and under the Patents, together with, among other things, the good-will of the business symbolized by the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants to the Agent for the benefit of the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW AND FEDERAL LAWS RELATING TO NATIONAL BANKS).

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

**AUTOWEB, INC.**

By: Glenn E. Fuller  
Name: Glenn E. Fuller  
Title: Executive Vice President, Chief Legal  
Officer and Secretary

**AUTOBYTEL, INC.**

By: Glenn E. Fuller  
Name: Glenn E. Fuller  
Title: Executive Vice President, Chief Legal  
Officer and Secretary

**AW GUA USA, INC.**

By: Glenn E. Fuller  
Name: Glenn E. Fuller  
Title: Executive Vice President, Chief Legal  
Officer and Secretary

**CAR.COM, INC.**

By: Glenn E. Fuller  
Name: Glenn E. Fuller  
Title: Executive Vice President, Chief Legal  
Officer and Secretary

[CIT/AUTOWEB - ASSIGNMENT FOR SECURITY - PATENTS]

**SCHEDULE A TO ASSIGNMENT FOR SECURITY**  
**PATENTS**

<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Assignor</b>
Systems and methods relating to a lead distribution engine that accommodates internal and imported destination relationships.	8,255,270	08/28/2012	11/971,753	01/09/2008	AutoWeb, Inc.
Systems and methods relating to a lead distribution engine that uses margin scores.	8,326,676	12/04/2012	11/971,809	01/09/2008	AutoWeb, Inc.
Systems and methods relating to a lead distribution engine with quality assessment of lead sources.	8,352,306	1/08/2013	11/971,822	01/09/2008	AutoWeb, Inc.
Systems and methods relating to an opportunity distribution engine and distribution simulation.	8,321,256	11/27/2012	11/971,823	01/09/2008	AutoWeb, Inc.