

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6093597

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN PATENT RIGHTS
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CARS.COM, LLC	04/27/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	10 SOUTH DEARBORN STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15803181
Application Number:	15823333
Application Number:	16133482
Application Number:	16531667
Patent Number:	9686646
Patent Number:	9743236
Patent Number:	9906906
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)455-2502
<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>	(212)455-3605
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<b>Correspondent Name:</b>	GENEVIEVE DORMENT, ESQ.
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP
<b>Address Line 2:</b>	425 LEXINGTON AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2053
<b>NAME OF SUBMITTER:</b>	GENEVIEVE DORMENT
<b>SIGNATURE:</b>	/GD/
<b>DATE SIGNED:</b>	05/06/2020

PATENT

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of April 27, 2020 is made by CARS.COM, LLC, a Delaware limited liability company, located at 300 S Riverside, Suite 1000 Chicago, IL 60606 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 31, 2017 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), among Cars.com Inc., a Delaware corporation and parent of Obligor ("Borrower"), each of the Subsidiary Guarantors party thereto, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered a Security Agreement, dated as of June 1, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Patents, including those listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict

between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement electronically or by email or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARS.COM, LLC

By  \_\_\_\_\_  
By Jandy Tomy, Apr 24, 2024

Name: Jandy Tomy

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Patent Rights]

**PATENT**  
**REEL: 052583 FRAME: 0707**

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent



By \_\_\_\_\_

Name: Daniel Luby

Title: Vice President

[Signature Page to Grant of Security Interest in Patent Rights]

**PATENT**  
**REEL: 052583 FRAME: 0708**

Schedule A

U.S. Patent Registrations and Applications

<b>Patent</b>	<b>Owner</b>	<b>Patent/Application Number</b>
METHODOLOGY ANALYZING INCIDENCE AND BEHAVIOR OF CUSTOMER PERSONAS AMONG USERS OF DIGITAL ENVIRONMENTS	Cars.com, LLC	15/803,181
INTEGRATED LOCATION-BASED MESSAGE PERSONALIZATION	Cars.com, LLC	15/823333
VEHICLE INVENTORY AVAILABILITY NOTIFICATION	Cars.com, LLC	16/133482
PERSONALIZED VEHICLE MATCHING BASED UPON USER PREFERENCES	Cars.com, LLC	16/531667
INTEGRATED GEOSPATIAL ACTIVITY REPORTING	Cars.com, LLC	9686646
INTEGRATED GEOSPATIAL ACTIVITY REPORTING	Cars.com, LLC	9743236
INTEGRATED GEOSPATIAL ACTIVITY REPORTING	Cars.com, LLC	9906906