

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trader Corporation		10/18/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	277 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2334803	TYLER'S COTTAGE RENTAL DIRECTORY

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	10/20/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated October 18, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Wilmington Trust, National Association, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PROJECT AUTO FINCO CORP., a Delaware corporation (“*U.S. Holdings*”, a “*Borrower*” and, together with New Trader (as defined below), collectively the “*Borrowers*”), TRADER CORPORATION, a corporation organized under the laws of British Columbia and the successor by amalgamation to PROJECT AUTO ACQUISITION CORP., an entity organized under the laws of British Columbia (“*New Trader*” and a “*Borrower*”), PROJECT AUTO HOLDINGS CORP., a corporation organized under the laws of British Columbia (“*Canadian Holdings*”), PROJECT AUTO INTERMEDIATE I HOLDINGS B.V., a besloten vennootschap met beperkte aansprakelijkheid incorporated under the laws of The Netherlands, registered with the Dutch trade register under number 66363675 (“*Intermediate Holdings I*”), PROJECT AUTO INTERMEDIATE II HOLDINGS B.V., besloten vennootschap met beperkte aansprakelijkheid incorporated under the laws of The Netherlands, registered with the Dutch trade register under number 66363764 (“*Intermediate Holdings II*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Wilmington Trust, National Association, as administrative agent and Collateral Agent, entered into that certain Secured Second Lien Credit Agreement dated as of September 28, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Canadian Security Agreement dated September 28, 2016, made by the grantors party thereto from time to time (the “*Grantors*”) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral 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, except for any Excluded Property (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

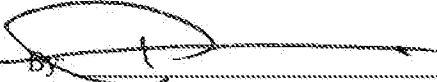
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

TRADER CORPORATION,
an entity organized under the laws of British Columbia


By _____

Name: Derek Irwin
Title: Chief Financial Officer

Address for Notices:

405 The West Mall Suite 110
Etobicoke, Ontario, M9C 5J1 CANADA
Attn: Derek Irwin, Chief Financial Officer
Telephone: (416) 784-5200
Telecopy: (416) 789-0546

[Signature Page to Trader – U.S. Second Lien IP Security Agreement]

SCHEDULE A

Patents

N/A

SCHEDULE B

Trademarks

Owner	Trade-mark	Country	Application/Registration No.
Trader Corporation	FYLER'S COTTAGE RENTAL DIRECTORY & DESIGN	U.S.	2,334,803

SCHEDULE C

Copyrights

N/A

Trader – U.S. Second Lien IP Security Agreement

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RECORDED: 10/20/2016

**TRADEMARK
REEL: 005905 FRAME: 0784**