

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lanelogic, Inc.		06/22/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HBK Investments L.P., as Agent		
Street Address:	300 Crescent Court		
Internal Address:	Suite 700		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76655112	LANELOGIC	
Serial Number:	76655779	FRESH TRADE AUCTION	
CORRESPONDENCE DATA			
Fax Number:	(213)830-8743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-680-6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	Kimberley Lathrop c/o Bingham McCutchen		
Address Line 1:	355 South Grand Avenue		
Address Line 2:	Suite 4400		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0795200.0000323966		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

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Signature:	/Kimberley A. Lathrop/
Date:	06/22/2007
Total Attachments: 8 source=trademark security agreement#page1.tif source=trademark security agreement#page2.tif source=trademark security agreement#page3.tif source=trademark security agreement#page4.tif source=trademark security agreement#page5.tif source=trademark security agreement#page6.tif source=trademark security agreement#page7.tif source=trademark security agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of June, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and HBK INVESTMENTS L.P., in its capacity as arranger and administrative agent for the Lenders (together with its successors and assigns in such capacity, the "Agent")

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among lanelogic, Inc., a Delaware corporation ("lanelogic"), and each of lanelogic's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with lanelogic, individually, a "Borrower", and individually and collectively, jointly and severally the "Borrowers", the lenders party thereto as "Lenders" ("Lenders") and the Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark 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 Loan Agreement or.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, 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 "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any Intellectual Property Right; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property Right, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property Right.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark 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 Lender Group 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement solely by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Loan Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement by amending 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 Trademark 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. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

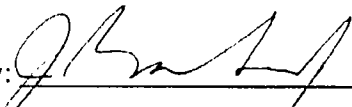
[Signature pages follow.]

AGENT:

HBK INVESTMENTS L.P.,
a Delaware limited partnership, as Agent

By: HBK Services LLC

Its: Subadvisor

By: 
Name: J. Baker Gerry
Title: Authorized Signer

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

GRANTORS:

LANELOGIC, INC.,
a Delaware corporation, as a Grantor

By:



Name:

Jim O'Brien

Title:

President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Please see attached.

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TRADEMARK
REEL: 003567 FRAME: 0088

LaneLogic, LLC



Client/No.: 130801

Trademark Status Report (As of December 5, 2006)

Our File #	Mark	Country	Property Type	Application Number/ Filing Date	Goods/Services*
3000	 laneologic	USA	Trademark	76/655112 02/14/2006	Business consulting services, namely, providing internal inventory analysis for vehicle dealerships for the purpose of redistributing vehicle inventory from dealership to dealership
3001	FRESH TRADE AUCTION	USA	Trademark	76/655779 02/28/2006	Business consulting services, namely, providing internal inventory analysis for vehicle dealerships for the purpose of redistributing vehicle inventory from dealership to dealership
7009	 laneologic	European Community	Trademarks	5053079 05/05/2006	Business consulting services, namely, providing internal inventory analysis for vehicle dealerships for the purpose of redistributing vehicle inventory from dealership to dealership
7010	 laneologic	Japan	Trademark	2006044306 05/16/2006	Business consulting services, namely, providing internal inventory analysis for vehicle dealerships for the purpose of redistributing vehicle inventory from dealership to dealership




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Our File #	Mark	Country	Property Type	Application Number/ Filing Date	Goods/Services*
7011		Australia	Trademark	1111103 04/28/2006	Auctioneering services relating to vehicles; providing information and trading services relating to the used vehicle market, including the facilitation of the trading of used vehicles between automotive dealers; providing an on-line, interactive sales service for the sale of used vehicles via a global computer network; collecting and analyzing statistical, quantitative and qualitative information regarding the sale of used vehicles; inventory management services; analysis of internal inventory of automotive dealers; redistribution of automotive inventory between automotive dealers; collection of information in relation to trading of used vehicles between automotive dealers; used vehicles buying agent services; preparation of and services related to bids and used car sales; advertising, business management, business administration and office function services related to the provision of used vehicle trading and inventory management services.
7012		China	Trademark	Awaiting App. No. 07/27/06	Internal inventory analytics and trading platforms and serving as a used vehicle market maker through the redistribution of inventory from dealership to dealership and ancillary businesses

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Our File #	Mark	Country	Property Type	Application Number/ Filing Date	Goods/Services*
7013		India	Trademark	1463318 06/21/2006	Internal inventory analytics and trading platforms and serving as a used vehicle market maker through the redistribution of inventory from dealership to dealership and ancillary businesses
7014		Canada	Trademark	1308110 07/06/2006	Internal inventory analytics and trading platforms and serving as a used vehicle market maker through the redistribution of inventory from dealership to dealership and ancillary businesses
7015		Mexico	Trademark	791003 06/27/2006	Internal inventory analytics and trading platforms and serving as a used vehicle market maker through the redistribution of inventory from dealership to dealership and ancillary businesses
7016	FRESH TRADE AUCTION	Canada	Trademark	1308114 07/06/2006	Internal inventory analytics and trading platforms and serving as a used vehicle market maker through the redistribution of inventory from dealership to dealership and ancillary businesses
7017	FRESH TRADE AUCTION	Mexico	Trademark	791004 06/27/2006	Internal inventory analytics and trading platforms and serving as a used vehicle market maker through the redistribution of inventory from dealership to dealership and ancillary businesses

*Please note that the services may vary on a per country basis due to the different requirements in prosecuting the application. Some of the recitation of services have yet to be examined and are, therefore, subject to change.

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