

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JM Dealer Services, Inc.		01/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Auto Exchange, Inc.		
Street Address:	500 JIM MORAN BLVD		
City:	DEERFIELD BEACH		
State/Country:	FLORIDA		
Postal Code:	33442		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3437098	PINPOINT	
Registration Number:	3437099	PROFI	
Serial Number:	77584579	CORE IS KING	
Serial Number:	77606284	PRICEDRIVER	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	104570 / 190170		
NAME OF SUBMITTER:	Miriam J. Rovner		

CH \$115.00 3437098

Signature:	/mjr/
Date:	02/04/2009
Total Attachments: 4 source=Project Jewel _ Notice of Trademark Assignment (EXECUTION VERSION)#page1.tif source=Project Jewel _ Notice of Trademark Assignment (EXECUTION VERSION)#page2.tif source=Project Jewel _ Notice of Trademark Assignment (EXECUTION VERSION)#page3.tif source=Project Jewel _ Notice of Trademark Assignment (EXECUTION VERSION)#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 23rd day of January, 2009, by and between JM Dealer Services, Inc., a Delaware corporation ("Seller") and American Auto Exchange, Inc., a Florida corporation ("AAX").

WHEREAS, Seller holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, AAX is a wholly-owned subsidiary of Seller;

WHEREAS, DealerTrack AAX, Inc. ("Buyer") and Seller are parties to that certain Asset Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"), pursuant to which Seller conveyed to Buyer certain assets relating to the business of Seller and AAX, including all of the capital stock of AAX;

WHEREAS, Buyer and Seller desire to have the Marks owned by AAX and AAX is willing to own such Marks; and

WHEREAS, Seller is conveying or assigning the Marks to AAX, which entity will be a wholly-owned subsidiary of Buyer as of the Effective Date, as part of the transfer of all or substantially all of the assets of a going business.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

Seller does hereby sell, assign, convey and transfer unto AAX and its successors, assigns and legal representatives, Seller's entire right, title and interest in and throughout the world, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business, product, or service symbolized thereby and appurtenant thereto, the same to be held and enjoyed by AAX, its successors, assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks prior to and after the Closing Date (as defined in the Purchase Agreement) pursuant to the Purchase Agreement. Seller hereby subrogates in favor of AAX and its successors, assigns and legal representatives its right to sue for past infringements and collect same for the sole use and enjoyment of AAX and its successors, assigns and legal representatives.

Seller further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of AAX, its successors, legal representatives and assigns in accordance with the terms of this instrument.

AAX and Seller also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon AAX and Seller.

[Remainder of Page Intentionally Left Blank]

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

SELLER: JM Dealer Services, Inc.

Signature: *Robert J. Haeffner*

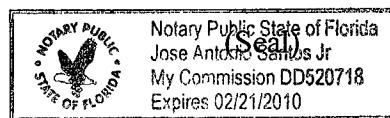
Name: ROBERT J. HAEFFNER

Title: CEO

NOTARIZATION

On this 23rd day of January, 2009, before me, the undersigned Notary Public, personally appeared Robert J. Haeffner, proved to me through satisfactory evidence of identification, which was/were FL Driver License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Seller and executed this document of his/her own free will.

Robert J. Haeffner
Signature of Notary



My Commission Expires: _____

AAX: American Auto Exchange, Inc.

Signature: *Robert J. Haeffner*

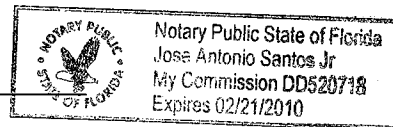
Name: ROBERT J. HAEFFNER

Title: CEO

On this 23rd day of January, 2009, before me, the undersigned Notary Public, personally appeared Robert J. Haeffner, proved to me through satisfactory evidence of identification, which was/were FL DRIVER LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of AAX and executed this document of his/her own free will.

Robert J. Haeffner
Signature of Notary

(Seal)



My Commission Expires: _____

Exhibit A

Marks

Mark	Jurisdiction	Application No.	Registration No.
PINPOINT	United States (US)	77089874	3437098
PINPOINT	United Kingdom (UK)	2462292	2462292
PINPOINT	Canada	1347671	N/A
PROFI	US	77089878	3437099
PROFI	UK	2462294	2462294
PROFI	Canada	1347666	N/A
CORE IS KING	US	77584579	N/A
PRICEDRIVER	US	77606284	N/A