

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
DealerTrack, Inc.		04/20/2011	CORPORATION: DELAWARE
ALG, Inc.	FORMERLY Automotive Lease Guide (ALG), Inc.	04/20/2011	CORPORATION: DELAWARE
DealerTrack Digital Services, Inc.		04/20/2011	CORPORATION: DELAWARE
Chrome Systems, Inc.		04/20/2011	CORPORATION: DELAWARE
General Systems Solutions, Inc.		04/20/2011	CORPORATION: CONNECTICUT
DealerTrack Systems, Inc.	FORMERLY Arkona, Inc.	04/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	712 Main Street
Internal Address:	Floor 7 North
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2121472	ALG
Registration Number:	2121533	AUTOMOTIVE LEASE GUIDE
Registration Number:	2712638	AUTOTRANSMISSION
Registration Number:	2522490	AUTOBRIDGE
Registration Number:	2630355	AUTOBUILDER
Registration Number:	2634353	AUTOPORTER
Registration Number:	2459440	CHROME
Registration Number:	2461319	CHROME

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Registration Number:	2567030	CHROME AUTOBUILDER
Registration Number:	2503037	CHROME CARBOOK
Registration Number:	2766438	CHROME INVENTORY EVERYWHERE
Registration Number:	2688668	DRIVING AUTOMOTIVE COMMERCE
Registration Number:	2600433	PC CARBOOK
Registration Number:	1617404	PC CARBOOK
Registration Number:	2179954	POWERFUL INFORMATION TOOLS FOR THE AUTOMOTIVE INDUSTRY
Registration Number:	2477938	THE CHROME STANDARD
Registration Number:	2409685	GLOBAL FAX
Registration Number:	3483095	ARKONA
Registration Number:	3528164	AAX
Registration Number:	2714489	AAX
Registration Number:	2707882	AAXCHANGE
Registration Number:	3171048	BIGFNI
Registration Number:	3050762	BUSINESSOFFICE
Registration Number:	3587080	CORE IS KING
Registration Number:	2441682	DEALER TRACK
Registration Number:	2958917	DEALERTRACK
Registration Number:	3129522	DEALERTRACKING
Registration Number:	3054622	DEALTRANSFER
Registration Number:	3639311	DEALWATCH
Registration Number:	3054615	DESKLINK
Registration Number:	3786264	IDEAL INVENTORY MODEL
Registration Number:	3268457	OUR INNOVATION. YOUR EDGE.
Registration Number:	3912994	PAYMENTTRACK
Registration Number:	3437098	PINPOINT
Registration Number:	3622971	PRICEDRIVER
Registration Number:	3437099	PROFI
Registration Number:	3054700	SALESDESK
Registration Number:	3054611	SELL FINANCE FUND PROTECT
Registration Number:	3123416	
Registration Number:	3094765	XCHANGELANE
Registration Number:	3910071	EZ-TEMP
Registration Number:	3237029	OLRS

Registration Number:	3910087	REGUSA
Serial Number:	85192545	PAYMENTDRIVER
Serial Number:	77625360	OPENTRACK
Serial Number:	85013989	CREDITONLINE
Serial Number:	77555718	TOOLS FOR A COMPETITIVE ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 251-5194
Email: jnull@stblaw.com
Correspondent Name: Keren Siman-Tov
Address Line 1: 2550 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1539
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	05/16/2011

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 20, 2011 is made by ALG, Inc. (f/k/a Automotive Lease Guide (ALG), Inc.), Chrome Systems, Inc., DealerTrack Digital Services, Inc., DealerTrack Systems, Inc. (f/k/a Arkona, Inc.), DealerTrack, Inc., and General Systems Solutions, Inc. (collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 712 Main Street, Floor 7 North, Houston, Texas 77002, as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 20, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, DealerTrack Holdings, Inc., a Delaware corporation (the "Company"), and DealerTrack Canada, Inc., an Ontario corporation (the "Canadian Borrower" and together with the Company, the "Borrowers"), the Lenders, the Agent and the other agents parties thereto.

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 Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Company, the Grantors and certain other subsidiaries of the Company have executed and delivered a U.S. Guarantee and Collateral Agreement, dated as of April 20, 2011 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "U.S. Guarantee and Collateral Agreement");

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, Grantors have pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

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 Borrowers pursuant to the Credit Agreement, Grantors agree, for the benefit of the Agent and the Secured Parties, 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 U.S. Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantors hereby grant a security interest in all of Grantors' rights, titles and interests in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantors 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 Secured Parties in connection with the U.S. Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof, including, but not limited to, the exceptions to the grant of security interest as described in Section 3(q). The U.S. Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the U.S. Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the U.S. Guarantee and Collateral Agreement, the terms of the U.S. Guarantee and Collateral 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.

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.

DEALERTRACK, INC.,
as Grantor

By: Paul Smith
Name:
Title:

ALG, INC.,
as Grantor

By: Paul Smith
Name:
Title:

CHROME SYSTEMS, INC.,
as Grantor

By: Paul Smith
Name:
Title:

DEALERTRACK SYSTEMS, INC.,
as Grantor

By: Paul Smith
Name:
Title:

GENERAL SYSTEMS SOLUTIONS, INC.
as Grantor

By: Paul Smith
Name:
Title:

Signature page to Grant of Security Interest in Trademark Rights - Subsidiary Grantors

DEALERTRACK DIGITAL SERVICES, INC.,
as Grantor

By: Frank E. Smith
Name:
Title:

Signature page to Grant of Security Interest in Trademark Rights - Subsidiary Grantors

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

By: 

Name: David Gibbs

Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights – Subsidiary Grantors]

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SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
ALG, Inc. (f/k/a Automotive Lease Guide (ALG), Inc.)	75/205,391	2,121,472	ALG
ALG, Inc. (f/k/a Automotive Lease Guide (ALG), Inc.)	75/209,059	2,121,533	AUTOMOTIVE LEASE GUIDE
Chrome Systems, Inc.	76/209,347	2,712,638	AUTO TRANSMISSION
Chrome Systems, Inc.	76/244,054	2,522,490	AUTOBRIDGE
Chrome Systems, Inc.	76/176,805	2,630,355	AUTOBUILDER
Chrome Systems, Inc.	76/209,348	2,634,353	AUTOPORTER
Chrome Systems, Inc.	75/911,121	2,459,440	CHROME
Chrome Systems, Inc.	75/911,120	2,461,319	CHROME (STYLIZED)
Chrome Systems, Inc.	76/166,911	2,567,030	CHROME AUTOBUILDER
Chrome Systems, Inc.	75/911,112	2,503,037	CHROME CARBOOK CHROME INVENTORY
Chrome Systems, Inc.	76/419,297	2,766,438	EVERYWHERE DRIVING AUTOMOTIVE COMMERCE
Chrome Systems, Inc.	76/418,274	2,688,668	PAYMENTDRIVER
Chrome Systems, Inc.	85/192,545	N/A	PC CARBOOK
Chrome Systems, Inc.	76/148,418	2,600,433	PC CARBOOK (STYLIZED)
Chrome Systems, Inc.	73/822,680	1,617,404	POWERFUL INFORMATION TOOLS FOR THE AUTOMOTIVE INDUSTRY
Chrome Systems, Inc.	75/187,189	2,179,954	The Chrome Standard and Design
Chrome Systems, Inc.	76/098,895	2,477,938	GLOBAL FAX
DealerTrack Digital Services, Inc.	75/064,852	2,409,685	OPENTRACK
DealerTrack Systems, Inc.	77/625,360	N/A	
DealerTrack Systems, Inc. (f/k/a Arkona, Inc.)	77/142,033	3,483,095	ARKONA
DealerTrack, Inc.	77/089,973	3,528,164	AAX
DealerTrack, Inc.	76/335,182	2,714,489	AAX
DealerTrack, Inc.	76/335,181	2,707,882	AAXCHANGE
DealerTrack, Inc.	78/732,068	3,171,048	BIGFNI
DealerTrack, Inc.	78/558,045	3,050,762	BUSINESSOFFICE
DealerTrack, Inc.	77/584,579	3,587,080	CORE IS KING
DealerTrack, Inc.	85/013,989	N/A	CREDITONLINE
DealerTrack, Inc.	75/848,755	2,441,682	DEALERTRACK
DealerTrack, Inc.	76/208,064	2,958,917	DEALERTRACK
DealerTrack, Inc.	78/701,159	3,129,522	DEALERTRACKING
DealerTrack, Inc.	78/557,996	3,054,622	DEALTRANSFER
DealerTrack, Inc.	77/618,245	3,639,311	DEALWATCH
DealerTrack, Inc.	78/557,935	3,054,615	DESKLINK
DealerTrack, Inc.	78/814,104	3,786,264	IDEAL INVENTORY MODEL
DealerTrack, Inc.	78/974,793	3,268,457	OUR INNOVATION. YOUR EDGE
DealerTrack, Inc.	77/907,626	3,912,994	PAYMENTTRACK

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OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
DealerTrack, Inc.	77/089,874	3,437,098	PINPOINT
DealerTrack, Inc.	77/606,284	3,622,971	PRICEDRIVER
DealerTrack, Inc.	77/089,878	3,437,099	PROFI
DealerTrack, Inc.	78/559,674	3,054,700	SALESDESK
DealerTrack, Inc.	78/557,886	3,054,611	SELL FINANCE FUND PROTECT
DealerTrack, Inc.	78/686,800	3,123,416	Three Stripes Design TOOLS FOR A COMPETITIVE
DealerTrack, Inc.	77/555,718	N/A	ADVANTAGE
DealerTrack, Inc.	76/629,595	3,094,765	XCHANGELANE
General Systems Solutions, Inc.	77/911,538	3,910,071	EZ-TEMP
General Systems Solutions, Inc.	78/915,397	3,237,029	OLRS
General Systems Solutions, Inc.	77/915,484	3,910,087	REGUSA

Non-Registered Trademarks

None.

Exclusive Licenses in U.S. Trademarks and Trademark Applications

None.