

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.		10/01/2013	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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4126285	LEAD ANGEL	
Registration Number:	3966111	AUTOACCELERATOR	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2511		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Julia S. Van de Walle, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1539		
NAME OF SUBMITTER:	Julia S. Van de Walle		

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Signature:	/jw/
Date:	01/23/2014
Total Attachments: 4 source=(15144753)_ (1)_Grant of Security Interest in TM Rights - Cooper - SIGNED#page1.tif source=(15144753)_ (1)_Grant of Security Interest in TM Rights - Cooper - SIGNED#page2.tif source=(15144753)_ (1)_Grant of Security Interest in TM Rights - Cooper - SIGNED#page3.tif source=(15144753)_ (1)_Grant of Security Interest in TM Rights - Cooper - SIGNED#page4.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), dated as of October 1, 2013 is made by Dealertrack, Inc., a Delaware corporation (the “**Grantor**”), 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 Technologies, 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.

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 Grantor 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, the Grantor has 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, the Grantor agrees, 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. The Grantor hereby grants a security interest in all of the Grantor’s rights, title and interest 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 the Grantor 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) thereof. The U.S. Guarantee and Collateral

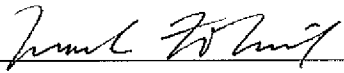
Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does 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.

[Remainder of page intentionally left blank.]


IN WITNESS WHEREOF, the Grantor has 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.

By: 
Name:
Title:

Schedule A

Trademarks

Mark	Serial No.	Date Filed	Date Published for Opposition	Registration No.	Date Issued
	85/134,436	9/21/2012	3/8/2011	4,126,285	04/10/2012
AutoAccelerator	85/139,378	9/27/2010	3/8/2011	3,966,111	05/24/2011