

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Customer Focused Marketing, Inc.		10/01/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Dealertrack, Inc.		
Street Address:	1111 Marcus Avenue, Suite M04		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4126285	LEAD ANGEL	
Registration Number:	3966111	AUTOACCELERATOR	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<i>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.</i>			
Phone:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Cathleen E. Stadecker, Esq.		
Address Line 1:	199 Main Street		
Address Line 4:	Burlington, VERMONT 05401		
ATTORNEY DOCKET NUMBER:	15379-066UST1		
NAME OF SUBMITTER:	Cathleen E. Stadecker		
SIGNATURE:	/Cathleen E. Stadecker/		
DATE SIGNED:	05/12/2015		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of October 1, 2013 (the "Effective Date"), by and between Customer Focused Marketing, Inc., a Texas corporation ("Assignor"), and Dealertrack, Inc., a Delaware corporation ("Assignee"). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 27, 2013, by and among the Assignor, Alicia Harris, an individual, AJ Schwartz, an individual, and Assignee (the "Purchase Agreement"), Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Purchased Assets and the Assumed Liabilities, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to (i) the trademarks and trademark applications set forth on Schedule A, attached hereto (the "Assigned Trademarks"), (ii) the domain names set forth on Schedule B, attached hereto (the "Assigned Domain Names"), and (iii) the copyrights set forth on Schedule C, attached hereto (the "Assigned Copyrights" and, together with the Assigned Trademarks and the Assigned Domain Names, the "Assigned Intellectual Property"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business associated with the Assigned Trademarks, all other corresponding rights secured under the laws of the United States and any foreign country and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, including the right to collect all proceeds and damages therefrom (whether before or after the date hereof).

2. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Domain Names and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Domain Names, including the right to collect all proceeds and damages therefrom (whether before or after the date hereof).

3. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Copyrights, together with all other corresponding rights secured under the laws of the United States and any foreign country and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Copyrights, including the right to collect all proceeds and damages therefrom (whether before or after the date hereof).

4. This Assignment is effective between the parties as of the Effective Date. Assignor further agrees that should additional documentation of such assignment or further acts

be required to protect, secure, vest and record good title to the Assigned Intellectual Property in Assignee, Assignor will provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request.

5. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction. Assignor hereby authorizes and requests the United States Copyright Office, and the corresponding offices or agencies in any applicable foreign countries to record Assignee as the assignee and owner of the registered Assigned Copyrights.

6. This Assignment may be amended or modified only by a writing executed by both parties hereto.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Assignment.

* * * * *

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

CUSTOMER FOCUSED MARKETING, INC.

“Assignor”

By: [Signature]
Name: Alicia Harris
Title: President

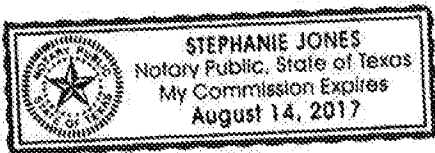
State of Texas)
County of Dallas)

ss.:

On this 30 day of September, 2013, before me, Alicia Harris, personally appeared as President of Customer Focused Marketing, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



Accepted:

DEALERTRACK, INC.

“Assignee”

By: _____
Name:
Title:

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

CUSTOMER FOCUSED MARKETING, INC.
"Assignor"

By: _____
Name:
Title:

State of _____)
) ss.:
County of _____)

On this _____ day of _____, 2013, before me, _____, personally appeared as _____ of Customer Focused Marketing, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal. _____
Notary Public

Accepted:


DEALERTRACK, INC.
"Assignee"

By: _____
Name:
Title:

[ASSIGNMENT OF INTELLECTUAL PROPERTY]

SCHEDULE A

TRADEMARKS

Mark	Registration No.	Registration Date	Status
	4126285	04/10/2012	Registered
Auto Accelerator	3966111	05/24/2011	Registered

SCHEDULE B

DOMAIN NAMES

Seller is the registrant for each of the following domain names:

<u>Domain Name</u>	<u>Expiration Date</u>
autoaccelerator.com	04/25/2017
autoaccelerator2.com	06/02/2014
autoaccelerator3.com	04/27/2015
autoaccelerater.com	04/25/2015
autoacceleratorCRM.com	08/14/2015
poolpotential.com	10/10/2013
gocfm.com	06/15/2015

SCHEDULE C

COPYRIGHTS

Seller is the registrant for each of the following copyrights:

<u>Copyright</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>	<u>Status</u>
AutoAccelerator CRM	TXu001740304	02/11/2011	Registered
AutoAccelerator CRM (version 2)	TXu001851133	02/05/2013	Registered
AutoAccelerator CRM (Apple OS)	TXu001851112	02/05/2013	Registered
AutoAccelerator CRM (Android OS)	TXu001851114	02/04/2013	Registered