

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auto/Mate, Inc.		03/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88020813	EDEAL	
Registration Number:	4826491	LARGE ENOUGH TO SERVE. SMALL ENOUGH TO C	
Registration Number:	4878647	REV/MATE	
Registration Number:	5403391	REPORT/MATE	
Registration Number:	4257459	DESK/MATE	
Registration Number:	4335709	OPEN/MATE	
Registration Number:	1986831	AUTO/MATE	
Registration Number:	3155834	SALES/MATE	
Registration Number:	3167236	CUSTOMER/MATE	
Registration Number:	3200149	OFFICE/MATE	
Registration Number:	3466041	DESIGNED BY CAR PEOPLE FOR CAR PEOPLE	
Registration Number:	3524812	AMPS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
TRADEMARK			

OP \$315.00 88020813

ATTORNEY DOCKET NUMBER:	057121-0294
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	03/20/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 19, 2020 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of April 26, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, DealerSocket, Inc., a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09 and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

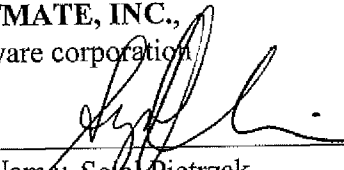
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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

AUTO/MATE, INC.,
a Delaware corporation

By: _____


Name: Sejal Pietrzak

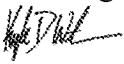
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006897 FRAME: 0218

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Kyle Wilson
Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Jurisdiction	Appl. / Reg. Number	Filing Date	Reg. Date	Status	Owner
EDEAL	U.S. Federal	88020813 N/A	06/29/201 8	N/A	Allowed	Auto/Mate, Inc.
LARGE ENOUGH TO SERVE. SMALL ENOUGH TO CARE	U.S. Federal	86538247 4826491	02/18/201 5	10/06/201 5	Registered	Auto/Mate, Inc.
REV/MATE	U.S. Federal	86534892 4878647	02/13/201 5	12/29/201 5	Registered	Auto/Mate, Inc.
REPORT/MATE	U.S. Federal	87434993 5403391	05/03/201 7	02/13/201 8	Registered	Auto/Mate, Inc.
DESK/MATE	U.S. Federal	85608079 4257459	04/25/201 2	12/11/201 2	Registered	Auto/Mate, Inc.
OPEN/MATE	U.S. Federal	85462656 4335709	11/02/201 1	05/14/201 3	Registered	Auto/Mate, Inc.
AUTO/MATE	U.S. Federal	74654031 1986831	03/30/199 5	07/16/199 6	Renewed	Auto/Mate, Inc.
SALES/MATE	U.S. Federal	76647755 3155834	09/30/200 5	10/17/200 6	Renewed	Auto/Mate, Inc.
CUSTOMER/MATE	U.S. Federal	76647754 3167236	09/30/200 5	11/07/200 6	Renewed	Auto/Mate, Inc.
OFFICE/MATE	U.S. Federal	76647756 3200149	09/30/200 5	01/23/200 7	Renewed	Auto/Mate, Inc.

DESIGNED BY CAR PEOPLE FOR CAR PEOPLE	U.S. Federal	77238105 3466041	07/25/200 7	07/15/200 8	Renewed	Auto/Mate, Inc.
AMPS	U.S. Federal	77096452 3524812	02/01/200 7	10/28/200 8	Renewed	Auto/Mate, Inc.

United States Trademark Applications:

None.