# OP \$390.00 2714489

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM651975

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademark Collateral at Reel/Frame No.

6322/0185

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		06/04/2021	Limited Partnership: DELAWARE

# **RECEIVING PARTY DATA**

Name:	DealerSocket, Inc.
Street Address:	100 Avenida La Pata
City:	San Clemente
State/Country:	CALIFORNIA
Postal Code:	92673
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2714489	AAX
Registration Number:	3528164	AAX
Registration Number:	3317381	ATTRACT, ACQUIRE, RETAIN & EXPAND
Registration Number:	3784244	AUTOREEL
Registration Number:	5305937	DATARECHARGE
Registration Number:	3297046	DEALERFIRE
Registration Number:	3317379	DEALERSOCKET
Registration Number:	4522342	
Registration Number:	5277276	IDMS
Registration Number:	4664143	MOBILEGARAGE
Registration Number:	4533933	MONEYMAKER
Registration Number:	3297044	NELEVEN
Registration Number:	4731774	ONE SOLUTION, ALL DEPARTMENTS.
Registration Number:	4675730	REVENUERADAR
Registration Number:	5393881	WE ARE AUTOMOTIVE

# **CORRESPONDENCE DATA**

**Fax Number:** 2138918763

TRADEMARK REEL: 007317 FRAME: 0430

900621754

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.

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

ATTORNEY DOCKET NUMBER: 057121-0294

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 06/04/2021

#### **Total Attachments: 4**

source=DealerSocket - Release of Security Interest in Trademark Collateral Executed#page1.tif source=DealerSocket - Release of Security Interest in Trademark Collateral Executed#page2.tif source=DealerSocket - Release of Security Interest in Trademark Collateral Executed#page3.tif source=DealerSocket - Release of Security Interest in Trademark Collateral Executed#page4.tif

#### RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of June 4, 2021 (this "Release"), is made by 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"), in favor of DEALERSOCKET, INC., a Delaware corporation, and AUTOSTAR SOLUTIONS, INC., a Texas corporation (collectively, the "Pledgors"). Capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement (as defined below).

# WITNESSETH

WHEREAS, Pledgors and the Collateral Agent are parties to that certain Security Agreement, dated as of April 26, 2018 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Pledgors executed the Trademark Security Agreement, dated as of April 26, 2018 (the "<u>Trademark Security Agreement</u>"), and recorded with the U.S. Patent and Trademark Office on April 27, 2018 at Reel/Frame Nos. 6322/0192 and 6322/0185, pursuant to which the Pledgors pledged and granted to the Collateral Agent, for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of Pledgors in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement and including, without limitation, the Trademarks listed in <u>Schedule I</u> hereto).

WHEREAS, the Pledgors have requested that the Collateral Agent release its security interest in all right, title and interest in, to and under all of the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under all of the Trademark Collateral, including, without limitation, all Trademarks, the Trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and all Proceeds, and agrees that all the security interest in the Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Pledgors, without recourse, representation or warranty, any and all right, title and interest that the Collateral Agent may have obtained in, to and under the Trademark Collateral under the Security Agreement and the Trademark Security Agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

ANTARES CAPITAL LP,

as Collateral Agent

By:\_

Name: Kyle Wilson

Title: Duly Authorized Signatory

# SCHEDULE I

# to

# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademarks

Reel/Frame: 6322/0185

Mark	Internationa     Class(es)	Application No. Filing Date	Registration No Registration Date	Owner
AAX	35	76335182 26-OCT-2001	2714489 06-MAY-2003	DealerSocket, Inc.
AAX	35, 41, 42	77089973 24 <b>-</b> JAN-2007	3528164 04-NOV-2008	DealerSocket, Inc.
ATTRACT, ACQUIRE, RETAIN & EXPAND	9, 35, 41, 42	78774132 15-DEC-2005	3317381 23-OCT-2007	DealerSocket, Inc.
AUTOREEL	35	77830578 20-SEP-2009	3784244 04-MAY-2010	DealerSocket, Inc.
DATARECHARGE	42	87349483 24-FEB-2017	5305937 10-OCT-2017	DealerSocket, Inc.
DEALERFIRE	42	77093586 29-JAN-2007	3297046 25-SEP-2007	DealerSocket, Inc.
DEALERSOCKET	9, 35, 41, 42	78773671 14-DEC-2005	3317379 23-OCT-2007	DealerSocket, Inc.
Design Only	35, 41, 42	85392653 08-AUG-2011	4522342 29-APR-2014	DealerSocket, Inc.
IDMS	35	86914089 19-FEB-2016	5277276 29-AUG-2017	DealerSocket, Inc.
MOBILEGARAGE	35, 41, 42	85660683 25-JUN-2012	4664143 30-DEC-2014	DealerSocket, Inc.
MONEYMAKER	42	85392674 08-AUG-2011	4533933 20-MAY-2014	DealerSocket, Inc.
NELEVEN	42	77093559 29-JAN-2007	3297044 25-SEP-2007	DealerSocket, Inc.
ONE SOLUTION, ALL DEPARTMENTS.	35, 41, 42	85392686 08-AUG-2011	4731774 05-MAY-2015	DealerSocket, Inc.
REVENUERADAR	35, 41, 42	85660712 25-JUN-2012	4675730 20-JAN-2015	DealerSocket, Inc.
WE ARE AUTOMOTIVE	35, 42	86883416 22-JAN-2016	5393881 06-FEB-2018	DealerSocket, Inc.

US-DOCS\124118253.4

Reel/Frame: 6322/0192

Mark		Filing Date	Registration No. Registration Date	Owner
AUTOSTAR PORTALPAY	36	77606278 03-NOV-2008	3663039 04-AUG-2009	AutoStar Solutions, Inc.

US-DOCS\124118253.4

**RECORDED: 06/04/2021**