# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Grant of Trademark Security Interest (First Lien) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Dealer Computer Services, Inc. | | 10/26/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Deutsche Bank AG New York Branch, as Collateral Agent |
| Street Address: | 60 Wall Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | Unknown: |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2188171 | CPD 2000 |
| Registration Number: | 2138941 | RENTSYS |
| Registration Number: | 2933277 | UCS |
| Registration Number: | 3099969 | UCS |
| Registration Number: | 3067461 | UCS |
| Registration Number: | 3013105 | UCS |
| Registration Number: | 3087174 | UCS |
| Registration Number: | 2369931 | SOUTHWEST MICRORENTALS |
| Registration Number: | 2367549 | SOUTHWEST MICRORENTALS |

CH $240.00 2188171

CORRESPONDENCE DATA

Fax Number: (213)430-6407
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Email: gdurham@omm.com
Correspondent Name: Gina M. Durham, Esq.

| | |
|---|---|
| Address Line 1: | 400 South Hope Street |
| Address Line 2: | O'Melveny & Myers LLP |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 |

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|---|---|
| NAME OF SUBMITTER: | Gina M. Durham |
| Signature: | /Gina M. Durham/ |
| Date: | 10/31/2006 |

Total Attachments: 4
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# FIRST LIEN GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, DEALER COMPUTER SERVICES, INC.**, a Delaware corporation (**"Grantor"**), owns or uses in its business, and may in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor, and Universal Computer Systems Holding, Inc., a Delaware corporation ("**Holdings**"), have entered into a First Lien Credit Agreement dated as of October 26, 2006 (said First Lien Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), and Deutsche Bank AG New York Branch, as Collateral Agent (in such capacity, **"Secured Party"**) and Administrative Agent for the Lenders pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or have entered, into one or more swap agreements (collectively, the **"Lender Swap Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **"Swap Counterparties"**); and

**WHEREAS**, pursuant to the terms of a First Lien Security Agreement dated as of October 26, 2006 (said First Lien Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**; capitalized terms not otherwise defined herein have the meanings given to them in the Security Agreement), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party for the benefit of the Beneficiaries a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing, whether now owned or hereafter acquired and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the



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**"Trademarks"**), all registrations and applications for Trademark registration that have been or may hereafter be issued or applied for by Grantor thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, the Trademark Collateral shall not include any trademark or service mark applications filed in the U.S. Patent and Trademark Office ("**USPTO**") on the basis of Grantor's intent to use such trademark or service mark, unless and until evidence of use of the mark acceptable to the USPTO has been filed with the USPTO pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability of such trademark application.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 26th day of October, 2006.

**DEALER COMPUTER SERVICES, INC.**

By: R. T. Brockman
Name: Robert T. Brockman
Title: Chief Executive Officer



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**SCHEDULE A**
**TO**
**GRANT OF TRADEMARK SECURITY INTEREST**

**Registered Trademarks:**

| | Trademark | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner |
|---|---|---|---|---|
| 1. | CPD 2000 | 2,188,171 | 09/08/1998 | Dealer Computer Services, Inc. |
| 2. | Rentsys | 2,138,941 | 02/24/98 | Dealer Computer Services, Inc. |
| 3. | UCS Logo | 2,933,277 | 03/15/05 | Dealer Computer Services, Inc. |
| 4. | UCS Logo | 3,099,969 (78/383,648) | 06/06/06 (03/12/04) | Dealer Computer Services, Inc. |
| 5. | UCS Logo | 3,067,461 (78/383,661) | 03/14/06 (03/12/04) | Dealer Computer Services, Inc. |
| 6. | UCS Logo | 3,013,105 (78/383,684) | 11/08/05 (03/12/04) | Dealer Computer Services, Inc. |
| 7. | UCS Logo | 3,087,174 (78/383,714) | 05/02/06 (03/12/04) | Dealer Computer Services, Inc. |
| 8. | Southwest Microrentals & Des. | 2,369,931 | 07/25/00 | Dealer Computer Services, Inc. (formerly Rental Systems, Inc.) |
| 9. | Southwest Microrentals (Stylized) | 2,367,549 | 07/18/00 | Dealer Computer Services, Inc. (formerly Rental Systems, Inc.) |