TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Key Control Holding, 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: 16

Property Type	Number	Word Mark
Registration Number:	2366657	ESPA
Registration Number:	3030917	THE CART KEY
Registration Number:	2111665	KEY-TRAK
Registration Number:	2138859	KEY-TRAK INC.
Registration Number:	2610825	
Registration Number:	2670500	
Registration Number:	2381282	
Registration Number:	2936273	KEY REGISTER
Registration Number:	2274051	KEYTRAK
Registration Number:	2707499	KEYTRAK EZ
Registration Number:	2890709	LASERTRAK
Registration Number:	3115994	KEYKEEPER
Registration Number:	2955112	KEYPOLLER
Serial Number:	78884372	KEYKEEPER BY KEY-TRAK

CH $415.00 2366657

Serial Number:	78884383	KEYPOLLER BY KEY-TRAK
Serial Number:	78317699	KEYLOGIX

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

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	11/01/2006

Total Attachments: 6

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SECOND LIEN GRANT OF TRADEMARK SECURITY INTEREST

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 26, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), AMONG BORROWER, HOLDINGS, THE SUBSIDIARIES OF HOLDINGS PARTY THERETO, DEUTSCHE BANK AG NEW YORK BRANCH, AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN), DEUTSCHE BANK AG NEW YORK BRANCH, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN), AND DEUTSCHE BANK AG NEW YORK BRANCH, AS THIRD LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECURED PARTY FOR THE BENEFIT OF THE BENEFICIARIES PURSUANT TO THIS INSTRUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER BENEFICIARIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS INSTRUMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

WHEREAS, KEY CONTROL HOLDING, 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, Dealer Computer Services, Inc., a Delaware corporation (**"Company"**), and Universal Computer Systems Holding, Inc., a Delaware corporation ("**Holdings**"), have entered into a Second Lien Credit Agreement dated as of October 26, 2006 (said Second 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 Company; and

WHEREAS, Company 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, Grantor has executed and delivered that certain Second Lien Subsidiary Guaranty dated as of October 26, 2006 (said Second Lien Subsidiary Guaranty, 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 **"Guaranty"**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which

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Grantor has guarantied the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of October 26, 2006 (said Second 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 **"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.

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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.

KEY CONTROL HOLDING, 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.	ESPA	2,366,657	8/11/2000	Key Control Holding, Inc.
2.	THE CART KEY and Design	3,030,917	12/13/2005	Key Control Holding, Inc.
3.	Key-Trak	2,111,665	11/11/97	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
4.	Key-Trak Inc. & Design	2,138,859	02/24/98	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
5.	Design Only	2,610,825	08/20/02	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
6.	Design Only	2,670,500	12/31/02	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
7.	Design Only (Key Tag outline)	2,381,282	08/29/00	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
8.	Key Register	2,936,273	03/29/05	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
9.	KeyTrak & Design	2,274,051	08/31/99	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
10.	KeyTrak EZ	2,707,499	04/15/03	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
11.	LaserTrak	2,890,709	10/05/04	Key Control Holding, Inc. (formerly KeyTrak, Inc.)
12.	KeyKeeper	3,115,994	7/18/2006	KeyTrak, Inc.* and Key Systems, Inc. (New York Corporation) as joint owners; Key Control Holding, Inc. (f/k/a Key-Trak Inc.) on 4/7/2006 assigned a 50% interest to Key Systems Inc. * Key Control Holding, Inc. was formerly KeyTrak, Inc.
13.	Keypoller	2,955,112	05/24/05	KeyTrak, Inc.* and Key Systems, Inc. (New York Corporation) as joint owners; Key Control Holding, Inc. (f/k/a Key-Trak Inc.) on 4/7/2006 assigned a 50% interest to Key Systems Inc. * Key Control Holding, Inc. was formerly KeyTrak, Inc.

Pending Trademarks:

	Trademark	Appl. No. (App. No.)	File Date (App. Date)	Record Owner
1.	KEYKEEPER BY KEY-TRAK	(78-884,372)	(5/16/2006)	Key Control Holding, Inc.
2.	KEYPOLLER BY KEY-TRAK	(78-884,383)	(5/16/2006)	Key Control Holding, Inc.
3.	KEYLOGIX	(78/317,699)	(10/23/2003)	Key Control Holding, Inc. (formerly KeyTrak, Inc.)