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
Reynolds and Reynolds Holdings, 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: 84

Property Type	Number	Word Mark
Registration Number:	2528104	CERTIFIED FOR CONTROL
Registration Number:	3124231	CERTIFIED INTERFACE
Registration Number:	1745746	COLORFILE FILING SYSTEM REYNOLDS + REYNOLDS
Registration Number:	2600472	CONSUMERREACH
Registration Number:	2382370	CYBER CAR
Registration Number:	2155464	DIRECT DRIVE
Registration Number:	2333855	DOCVANTAGE
Registration Number:	1250934	EARLY BIRD NITE OWL
Registration Number:	1513376	ERA
Registration Number:	2093925	ERA
Registration Number:	2202688	ERALINK
Registration Number:	1475350	EVERY 2 RENEW
Registration Number:	2065663	HAC GROUP

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Registration Number:	2088113	THE HISTORY IS NO MYSTERY
Registration Number:	2682264	I - ZONE INNOVATION - DAYTON
Registration Number:	1033710	IN SIGHT
Registration Number:	2352230	IN THE ZONE SELLING
Registration Number:	2700298	INTEGRATION THAT POWERS PERFORMANCE
Registration Number:	2449539	INTELLIPATH
Registration Number:	1914277	JOY OF NEW
Registration Number:	1993644	LAW
Registration Number:	1933244	LAW
Registration Number:	2665972	LEADCLIENT
Registration Number:	2564639	LOYALTYLINK
Registration Number:	2997228	MORE LEADS. MORE CONTROL. MORE RESULTS.
Registration Number:	2733750	MYFREEWAY.COM
Registration Number:	1425898	NEW 2
Registration Number:	1425897	NEW 2 YOU
Registration Number:	2527236	NEW EVERY 2
Registration Number:	1425596	ONE TOUCH
Registration Number:	1480577	ONE TOUCH
Registration Number:	1499977	ONE TOUCH
Registration Number:	1481448	ONE TOUCH 1
Registration Number:	1501692	ONE TOUCH 1
Registration Number:	1521637	PARTSVISION
Registration Number:	1388304	PAYMATIC
Registration Number:	2816967	PERFORMANCE MARK
Registration Number:	2338100	PERFORMANCE PATH
Registration Number:	2596085	PERFORMANCEMARKPLUS
Registration Number:	1900126	PLANNED TRADING CYCLE
Registration Number:	2574608	POWERING DEALER PROCUREMENT AND OPERATIONS
Registration Number:	2890060	PROVEN FOR PROFITABILITY
Registration Number:	2740777	
Registration Number:	1740245	RENEW EVERY TWO
Registration Number:	1944437	RESALE CLUB
Registration Number:	2843980	REYDIANCE
Registration Number:	2880388	REYLINE
Registration Number:	2972986	REYLINE

Registration Number:	1300362	REYNOLDS & REYNOLDS
Registration Number:	2675134	REYNOLDS GENERATIONS SERIES
Registration Number:	2693415	REYNOLDS GENERATIONS SERIES
Registration Number:	2126974	REYSHARE
Registration Number:	2647249	REYSOURCE
Registration Number:	2621414	REYSOURCE.COM
Registration Number:	2221898	
Registration Number:	2829180	RR
Registration Number:	2562153	RU REYNOLDS UNIVERSITY
Registration Number:	2226396	SALESVISION
Registration Number:	2167887	SEASON TICKET TO A VEHICLE
Registration Number:	2151150	SOLD PACK
Registration Number:	2530104	SOLUTIONISTS
Registration Number:	2997229	SPIDERMAZE
Registration Number:	3044437	STATMAKERX
Registration Number:	2531773	T.I.P.S.
Registration Number:	2603129	TAS
Registration Number:	2560667	TECHNOLOGY ASSISTED SELLING
Registration Number:	2570879	THIRD COAST MEDIA
Registration Number:	2261320	TRADE CYCLE TECHNOLOGY
Registration Number:	2152747	TRADE PACK
Registration Number:	3124230	
Registration Number:	0250810	UNISET
Registration Number:	1433826	VANIER GRAPHICS CORPORATION
Registration Number:	2751921	WEBMAKERX
Registration Number:	2659551	AUTOMARK
Registration Number:	2621495	AUTOMARK
Registration Number:	2340485	BENCHMARK PRICING
Registration Number:	2665973	CARCLIENT
Registration Number:	2461812	CARCLIENT.COM
Registration Number:	2507498	CARD WITH A-PEEL
Registration Number:	2336781	CERTIFIED FOR PROFITS
Serial Number:	77019217	ANALYTICSINSITE
Serial Number:	78330203	CODEMAKERX
Serial Number:	78330424	LEADTRAP

Serial Number:	78342190	OWN THE INTERNET

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: 7

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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, REYNOLDS AND REYNOLDS HOLDINGS, 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.

REYNOLDS AND REYNOLDS HOLDINGS, INC.

By: RTBrockman
Name: Robert T. Brockman
Title: Chairman – Office of the Chief Executive Officer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Registered Trademarks:

	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
1.	CERTIFIED FOR CONTROL	2,528,104	1/8/2002	Reynolds and Reynolds Holdings, Inc
2.	CERTIFIED INTERFACE	3,124,231 (78/269,886)	08/01/2006 (7/2/2003)	Reynolds and Reynolds Holdings, Inc
3.	COLORFILE FILING SYSTEM REYNOLDS + REYNOLDS and Design	1,745,746 (74/155,618)	01/12/1993 (4/9/1991)	Reynolds and Reynolds Holdings, Inc
4.	CONSUMERREACH	2,600,472	7/30/2002	Reynolds and Reynolds Holdings, Inc
5.	CYBER CAR AND DESIGN	2,382,370	9/5/2000	Reynolds and Reynolds Holdings, Inc
6.	DIRECT DRIVE	2,155,464	5/5/1998	Reynolds and Reynolds Holdings, Inc
7.	DOCVANTAGE	2,333,855	03/21/2000	Reynolds and Reynolds Holdings, Inc
8.	EARLY BIRD NITE OWL AND DESIGN	1,250,934	9/13/1983	Reynolds and Reynolds Holdings, Inc
9.	ERA	1,513,376	11/22/1988	Reynolds and Reynolds Holdings, Inc
10.	ERA	2,093,925	9/9/1997	Reynolds and Reynolds Holdings, Inc
11.	ERALINK	2,202,688	11/10/1998	Reynolds and Reynolds Holdings, Inc
12.	EVERY 2 RENEW	1,475,350	2/2/1988	Reynolds and Reynolds Holdings, Inc
13.	HAC GROUP AND DESIGN (WITH FLAME)	2,065,663	5/27/1997	Reynolds and Reynolds Holdings, Inc
14.	HISTORY IS NO MYSTERY, THE	2,088,113	4/12/1997	Reynolds and Reynolds Holdings, Inc
15.	I . ZONE INNOVATION . DAYTON AND DESIGN	2,682,264	4/2/2003	Reynolds and Reynolds Holdings, Inc
16.	IN SIGHT AND DESIGN	1,033,710	02/17/1976	Reynolds and Reynolds Holdings, Inc
17.	IN THE ZONE SELLING	2,352,230	05/23/2000	Reynolds and Reynolds Holdings, Inc
18.	INTEGRATION THAT POWERS PERFORMANCE	2,700,298	3/25/2003	Reynolds and Reynolds Holdings, Inc
19.	INTELLIPATH AND DESIGN	2,449,539	5/8/2001	Reynolds and Reynolds Holdings, Inc
20.	JOY OF NEW	1,914,277	8/22/1995	Reynolds and Reynolds Holdings, Inc
21.	LAW	1,993,644	8/13/1996	Reynolds and Reynolds Holdings, Inc
22.	LAW LOGO	1,933,244	11/7/1995	Reynolds and Reynolds Holdings, Inc
23.	LEADCLIENT	2,665,972	12/24/2002	Reynolds and Reynolds Holdings, Inc
24.	LOYALTYLINK	2,564,639	4/23/2002	Reynolds and Reynolds Holdings, Inc
25.	MORE LEADS. MORE CONTROL. MORE RESULTS.	2,997,228	9/20/2005	Reynolds and Reynolds Holdings, Inc
26.	MYFREEWAY.COM AND DESIGN	2,733,750	7/8/2003	Reynolds and Reynolds Holdings, Inc
27.	NEW 2	1,425,898	1/20/1987	Reynolds and Reynolds Holdings, Inc
28.	NEW 2 YOU	1,425,897	1/20/1987	Reynolds and Reynolds Holdings, Inc
29.	NEW EVERY 2	2,527,236	1/8/2002	Reynolds and Reynolds Holdings, Inc
30.	ONE TOUCH	1,425,596	01/20/1987	Reynolds and Reynolds Holdings, Inc
31.	ONE TOUCH	1,480,577	03/15/1988	Reynolds and Reynolds Holdings, Inc
32.	ONE TOUCH	1,499,977	08/09/1988	Reynolds and Reynolds Holdings, Inc
33.	ONE TOUCH 1	1,481,448	03/22/1988	Reynolds and Reynolds Holdings, Inc
34.	ONE TOUCH 1	1,501,692	08/23/1988	Reynolds and Reynolds Holdings, Inc
35.	PARTSVISION	1,521,637	1/24/1989	Reynolds and Reynolds Holdings, Inc
36.	PAYMATIC	1,388,304	04/01/1986	Reynolds and Reynolds Holdings, Inc
37.	PERFORMANCE MARK	2,816,967	2/24/2004	Reynolds and Reynolds Holdings, Inc

	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
38.	PERFORMANCE PATH	2,338,100	04/04/2000	Reynolds and Reynolds Holdings, Inc
39.	PERFORMANCEMARKPLUS	2,596,085	7/16/2002	Reynolds and Reynolds Holdings, Inc
40.	PLANNED TRADING CYCLE	1,900,126	6/13/1995	Reynolds and Reynolds Holdings, Inc
41.	POWERING DEALER PROCUREMENT AND OPERATIONS	2,574,608	5/28/2002	Reynolds and Reynolds Holdings, Inc
42.	PROVEN FOR PROFITABILITY	2,890,060	9/28/2004	Reynolds and Reynolds Holdings, Inc
43.	PYRAMID DESIGN	2,740,777	7/22/2003	Reynolds and Reynolds Holdings, Inc
44.	RENEW EVERY TWO	1,740,245	12/15/1992	Reynolds and Reynolds Holdings, Inc
45.	RESALE CLUB	1,944,437	12/26/1995	Reynolds and Reynolds Holdings, Inc
46.	REYDIANCE	2,843,980	5/18/2004	Reynolds and Reynolds Holdings, Inc
47.	REYLINE	2,880,388	8/31/2004	Reynolds and Reynolds Holdings, Inc
48.	REYLINE AND DESIGN	2,972,986	7/19/2005	Reynolds and Reynolds Holdings, Inc
49.	REYNOLDS & REYNOLDS	1,300,362	10/16/1984	Reynolds and Reynolds Holdings, Inc
50.	REYNOLDS GENERATIONS SERIES	2,675,134	1/14/2003	Reynolds and Reynolds Holdings, Inc
51.	REYNOLDS GENERATIONS SERIES AND DESIGN	2,693,415	3/4/2003	Reynolds and Reynolds Holdings, Inc
52.	REYSHARE AND DESIGN	2,126,974	1/6/1998	Reynolds and Reynolds Holdings, Inc
53.	REYSOURCE	2,647,249	11/5/2002	Reynolds and Reynolds Holdings, Inc
54.	REYSOURCE.COM AND DESIGN	2,621,414	9/17/2002	Reynolds and Reynolds Holdings, Inc
55.	RR AND DESIGN	2,221,898	2/2/1999	Reynolds and Reynolds Holdings, Inc
56.	RR AND DESIGN	2,829,180	4/6/2004	Reynolds and Reynolds Holdings, Inc
57.	RU REYNOLDS UNIVERSITY AND DESIGN	2,562,153	4/16/2002	Reynolds and Reynolds Holdings, Inc
58.	SALESVISION	2,226,396	2/23/1999	Reynolds and Reynolds Holdings, Inc
59.	SEASON TICKET TO A VEHICLE	2,167,887	6/23/1998	Reynolds and Reynolds Holdings, Inc
60.	SOLD PACK	2,151,150	4/14/1998	Reynolds and Reynolds Holdings, Inc
61.	SOLUTIONISTS	2,530,104	1/15/2002	Reynolds and Reynolds Holdings, Inc
62.	SPIDERMAZE	2,997,229	9/20/2005	Reynolds and Reynolds Holdings, Inc
63.	STATMAKERX	3,044,437	1/17/2006	Reynolds and Reynolds Holdings, Inc
64.	T.I.P.S.	2,531,773	1/22/2002	Reynolds and Reynolds Holdings, Inc
65.	TAS	2,603,129	7/30/2002	Reynolds and Reynolds Holdings, Inc
66.	TECHNOLOGY ASSISTED SELLING	2,560,667	4/9/2002	Reynolds and Reynolds Holdings, Inc
67.	THIRD COAST MEDIA	2,570,879	5/21/2002	Reynolds and Reynolds Holdings, Inc
68.	TRADE CYCLE TECHNOLOGY	2,261,320	7/13/1999	Reynolds and Reynolds Holdings, Inc
69.	TRADE PACK	2,152,747	4/21/1998	Reynolds and Reynolds Holdings, Inc
70.	TWO ARROW DESIGN	3124230 (78/269,881)	8/1/2006 (/7/2/2003)	Reynolds and Reynolds Holdings, Inc
71.	UNISET	250,810	12/18/1928	Reynolds and Reynolds Holdings, Inc
72.	VANIER GRAPHICS CORPORATION	1,433,826	03/24/1987	Reynolds and Reynolds Holdings, Inc
73.	WEBMAKERX	2,751,921	8/19/2003	Reynolds and Reynolds Holdings, Inc
74.	AUTOMARK	2,659,551	10/10/2002	Reynolds and Reynolds Holdings, Inc
75.	AUTOMARK AND DESIGN	2,621,495	9/17/2002	Reynolds and Reynolds Holdings, Inc
76.	BENCHMARK PRICING	2,340,485	4/11/2000	Reynolds and Reynolds Holdings, Inc
77.	CARCLIENT	2,665,973	12/24/2002	Reynolds and Reynolds Holdings, Inc
78.	CARCLIENT.COM AND DESIGN	2,461,812	6/19/2001	Reynolds and Reynolds Holdings, Inc
79.	CARD WITH A-PEEL	2,507,498	11/13/2001	Reynolds and Reynolds Holdings, Inc
80.	CERTIFIED FOR PROFITS	2,336,781	03/28/2000	Reynolds and Reynolds Holdings, Inc

Schedule A-2

Pending Trademarks:

	Trademark	Appl No. (App. No.)	File Date (App. Date)	Record Owner
1.	ANALYTICSINSITE	(77/019217)	(10/11/2006)	Reynolds and Reynolds Holdings, Inc
2.	CODEMAKERX	(78/330,203)	(11/19/2003)	Reynolds and Reynolds Holdings, Inc
3.	LEADTRAP	(78/330,424)	(11/19/2003)	Reynolds and Reynolds Holdings, Inc
4.	OWN THE INTERNET	(78/342,190)	(12/17/2003)	Reynolds and Reynolds Holdings, Inc