# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Callbright Corporation | | 04/21/2010 | 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: | CORPORATION: GERMANY |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3763771 | CALLBRIGHT |
| Registration Number: | 3670617 | LEAD CHASER |

CORRESPONDENCE DATA

Fax Number: (212)354-8113
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

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|---|---|
| ATTORNEY DOCKET NUMBER: | 1411779-0027 |
| NAME OF SUBMITTER: | Frances B. Cutajar |
| Signature: | /Frances B. Cutajar/ |

OP $65.00 3763771

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|---|---|
| Date: | 04/26/2010 |

Total Attachments: 4
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# GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS,** Callbright Corporation, 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 Senior Secured Credit Agreement dated as of April 21, 2010 (said Senior Secured 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 Subsidiary Guaranty dated as of April 21, 2010 (said 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 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 Security Agreement dated as of April 21, 2010 (said 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 identified in the applications and registrations 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 thereof (such as by way of example and not by way of limitation, license royalties and proceeds of infringement suits).

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 date first written above.

**CALLBRIGHT CORPORATION**

By: Ken Bonney

Name: Kenneth E. Bonney

Title: Vice President, Chief Financial Officer and Secretary

*Signature page to IBSC Grant of Security Interest in IP*

NEWYORK 3612562 (3K)

SCHEDULE A

## UNITED STATES TRADEMARK REGISTRATIONS & APPLICATIONS

| Jurisdiction | Trademark | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner | Status |
|---|---|---|---|---|---|
| United States | CALLBRIGHT | 3763771 | 3/23/2010 | Callbright Corporation | Registered |
| United States | LEAD CHASER | 3670617 | 8/18/2009 | Callbright Corporation | Registered |