TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Who's Calling Holding Corp.		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: 22

Property Type	Number	Word Mark
Registration Number:	3165952	CALL SAFE
Registration Number:	2908648	CALL SAFE
Registration Number:	2975768	CALL SYNC
Registration Number:	2975769	CALLER VIEW
Registration Number:	3187086	CLICKPATH
Registration Number:	2966451	DEALER DESK
Registration Number:	3076825	EMAIL ADVANTAGE
Registration Number:	3107578	IT PAYS TO KNOW.
Registration Number:	2975770	LEAD SAVER
Registration Number:	3709541	MARKETQUEST
Registration Number:	3187087	MORE REVENUE. EVERY TIME.
Registration Number:	3008795	SALES CATALYST
Registration Number:	3348275	STANDARDCALL
Registration Number:	3128640	VOICE VIEW

OP $565.00 3165952

Registration Number:	3090423	VOICE VIEW
Registration Number:	3048605	VOICE VIEW MONITORING
Registration Number:	2975766	WHO'S CALLING
Registration Number:	2958539	WHO'S CALLING
Registration Number:	2639010	WHO'S CALLING
Registration Number:	2975767	WHO'S CALLING
Registration Number:	2958540	WHO'S CALLING
Registration Number:	2322897	WHO'S CALLING.COM

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

ATTORNEY DOCKET NUMBER:	1411779-0027
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	04/26/2010

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Who's Calling Holding Corp., 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.

WHO'S CALLING HOLDING CORP.

By: Ken Burney

Name: Kenneth E. Burney

Title: Vice President, Chief Financial Officer and Secretary

Signature page to DSC Grant of Security Interest in IP

NEW YORK 7612502 (2K)

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS & APPLICATIONS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
United States	CALL SAFE	3165952	10/31/2006	Who's Calling Holding Corp	Registered
United States	CALL SAFE	2908648	12/7/2004	Who's Calling Holding Corp.	Registered
United States	CALL SYNC	2975768	7/26/2005	Who's Calling Holding Corp	Registered
United States	CALLER VIEW	2975769	7/26/2005	Who's Calling Holding Corp	Registered
United States	CLICKPATH	3187086	12/19/2006	Who's Calling Holding Corp	Registered
United States	DEALER DESK	2966451	7/12/2005	Who's Calling Holding Corp	Registered
United States	EMAIL ADVANTAGE	3076825	4/4/2006	Who's Calling Holding Corp	Registered
United States	IT PAYS TO KNOW.	3107578	6/20/2006	Who's Calling Holding Corp	Registered
United States	LEAD SAVER	2975770	7/26/2005	Who's Calling, Inc.[1]	Registered
United States	MARKETQUEST	3709541	11/10/2009	Who's Calling Holding Corp	Registered
United States	MORE REVENUE. EVERY TIME.	3187087	12/19/2006	Who's Calling Holding Corp	Registered
United States	SALES CATALYST	3008795	10/25/2005	Who's Calling Holding Corp	Registered
United States	STANDARDCALL	3348275	12/4/2007	Who's Calling Holding Corp	Registered
United States	VOICE VIEW	3128640	8/15/2006	Who's Calling Holding Corp	Registered
United States	VOICE VIEW	3090423	5/9/2006	Who's Calling Holding Corp	Registered
United States	VOICE VIEW MONITORING	3048605	1/24/2006	Who's Calling Holding Corp	Registered
United States	WHO'S CALLING	2975766	7/26/2005	Who's Calling Holding Corp	Registered
United States	WHO'S CALLING	2958539	5/31/2005	Who's Calling Holding Corp	Registered
United States	WHO'S CALLING & Design	2639010	10/22/2002	Who's Calling Holding Corp	Registered
United States	WHO'S CALLING & Design	2975767	7/26/2005	Who's Calling Holding Corp	Registered

[1] Grantor shall file documents with the appropriate authority to reflect the merger of Who's Calling, Inc. into Who's Calling Holding Corp.

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
United States	WHO'S CALLING & Design	2958540	5/31/2005	Who's Calling Holding Corp	Registered
United States	WHO'S CALLING.COM	2322897	2/29/2000	Who's Calling, Inc.[2]	Registered

[2] Grantor shall file documents with the appropriate authority to reflect the merger of Who's Calling, Inc. into Who's Calling Holding Corp.