

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM372953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank AG New York Branch		02/10/2016	CORPORATION: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dealer Computer Services, Inc.		
<b>Street Address:</b>	6700 Hollister		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77040		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2737668	MOBILE BUSINESS ADVISOR	
<b>Registration Number:</b>	2138941	RENTSYS	
<b>Registration Number:</b>	2933277	UCS	
<b>Registration Number:</b>	3013105	UCS	
<b>Registration Number:</b>	3067461	UCS	
<b>Registration Number:</b>	3087174	UCS	
<b>Registration Number:</b>	3099969	UCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	097240/3		
<b>NAME OF SUBMITTER:</b>	M. OREN EPSTEIN		

CH \$190.00 2737668

<b>SIGNATURE:</b>	/M. Oren Epstein/
<b>DATE SIGNED:</b>	02/11/2016
<b>Total Attachments: 4</b> source=Dealer_Computer_Services_Trademark_Security_Interest_Release#page1.tif source=Dealer_Computer_Services_Trademark_Security_Interest_Release#page2.tif source=Dealer_Computer_Services_Trademark_Security_Interest_Release#page3.tif source=Dealer_Computer_Services_Trademark_Security_Interest_Release#page4.tif	

## **TRADEMARK RELEASE**

This Trademark Release is granted as of February 10, 2016 by DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee") to Dealer Computer Services, Inc., a Delaware corporation (the "Grantor"), as follows:

### **W I T N E S S E T H:**

WHEREAS, Dealer Computer Services, Inc., a Delaware corporation ("Company"), and Universal Computer Systems Holding, Inc., a Delaware corporation ("Holdings"), 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 have entered into one or more swap agreements (collectively, the "Lender Swap Agreements") with one or more Persons that were Lenders or Affiliates of Lenders at the time such Lender Swap Agreements were 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 guaranteed 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 the Security Agreement dated as of April 21, 2010 (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, 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 executed and delivered a Grant of Trademark Security Interest dated as of April 21, 2010 and recorded with the United States Patent and Trademark Office ("USPTO") at Reel 4192, Frame 0101 as of April 26, 2010 (the "Trademark Security Interest"), under which Grantor 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); and

WHEREAS, the Grantee wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantee hereby, without recourse and without representation or warranty of any kind (either express or implied), terminates the Trademark Security Interest and releases and discharges its security interest, and quit claims and relinquishes unto the Grantor any and all right, title and interest, in and to the following, in each case whether then or thereafter existing, whether then owned or thereafter 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, design, 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 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 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).

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent, as Grantee

By Peter Cucchiara

Name: Peter Cucchiara  
Title: Vice President

By [Signature]

Name: Michael Shannon  
Title: Vice President

**SCHEDULE A**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>	<b>Status</b>
United States	MOBILE BUSINESS ADVISOR	2737668	07/15/03	Dealer Computer Services, Inc.	Registered
United States	RENTSYS	2138941	02/24/1998	Dealer Computer Services, Inc.	Registered
United States	UCS & Design	2933277	03/15/2005	Dealer Computer Services, Inc.	Registered
United States	UCS & Design	3013105	11/08/2005	Dealer Computer Services, Inc.	Registered
United States	UCS & Design	3067461	03/14/2006	Dealer Computer Services, Inc.	Registered
United States	UCS & Design	3087174	05/02/2006	Dealer Computer Services, Inc.	Registered
United States	UCS & Design	3099969	06/06/2006	Dealer Computer Services, Inc.	Registered