

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in US Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as administrative agent		04/21/2010	Bank: GERMANY

RECEIVING PARTY DATA

Name:	Dealer Computer Services, Inc.
Street Address:	6700 Hollister
City:	Houston
State/Country:	TEXAS
Postal Code:	77040
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2188171	CPD 2000
Registration Number:	2138941	RENTSYS
Registration Number:	2933277	UCS
Registration Number:	3099969	UCS
Registration Number:	3067461	UCS
Registration Number:	3013105	UCS
Registration Number:	3087174	UCS
Registration Number:	2369931	SOUTHWEST MICRORENTALS
Registration Number:	2367549	SOUTHWEST MICRORENTALS

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128198200
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OP \$240.00 2188171

Correspondent Name: White & Case LLP
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Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1411779-0027
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	05/11/2010

Total Attachments: 5
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RELEASE OF SECOND LIEN SECURITY INTEREST IN UNITED STATES
TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS (“**Release**”) is dated as of April 21, 2010 by DEUTSCHE BANK AG New York Branch as Administrative Agent (“**Assignor**”), in favor of Dealer Computer Services, Inc., a Delaware corporation with principal offices at 6700 Hollister Houston, Texas 77040 (“**Assignee**”).

WHEREAS, Dealer Computers Services, Inc., a Delaware corporation (“**Company**”), and Universal Computer Systems Holdings, Inc., a Delaware corporation (“**Holdings**”), entered into a Second Lien Credit Agreement dated as of October 26, 2006 (said Second Lien Credit Agreement, as it may theretofore have been and as it may thereafter 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, the Secured Party), and Administrative Agent for the Lenders pursuant to which Lenders 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 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, Assignee had executed and delivered that certain Second Lien Subsidiary Guaranty dated as of October 26, 2006 (said Second Lien Subsidiary Guaranty, as it may theretofore have been and as it may thereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Assignor for the benefit of Lenders and any Swap Counterparties, pursuant to which Assignee had guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and 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 theretofore have been and as it may thereafter 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), and among Assignee, Assignor, and the other grantors named therein, Assignee created in favor of Assignor a security interest in, and Assignor became a secured creditor with respect to the Trademark Collateral (defined below);

WHEREAS, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Assignee to Assignor pursuant to the Security Agreement, Assignor and Assignee entered into that certain Second Lien Grant of Trademark Security Interest, dated as of October 26, 2006 (the "Trademark Security Agreement")

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2006 at Trademark Reel 003419, Frame 0621;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor for the benefit of the Beneficiaries a security interest in all of Assignee's 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, 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 Assignee, or thereafter adopted or 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 thereafter have been issued or applied for by Assignee thereon in the United States and any states 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 Assignee'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, to the extent not otherwise included, all payments under insurance (Whether or not Assignor 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 the Trademark Security Agreement and this Release, 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.

WHEREAS, Assignor and Assignee desire that Assignor terminates and releases its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully its lien on, and security interest in and to, all of the right, title and interest of the Assignee in, to and under the Trademark Collateral, including but not limited to the Trademarks listed on Schedule A hereto, and

reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed this instrument as of April 21, 2010.

DEUTSCHE BANK, AG, NEW YORK BRANCH,
as Administrative Agent

By: 

Name: ERIN NORRILLE

Title: VLE PRESIDENT

By: 

Name: Scottye Lindsey

Title: Director

Signature page to DCS IP Release

TRADEMARK
REEL: 004202 FRAME: 0974

Exhibit A

Registered Trademarks:

	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
1.	CPD 2000	2,188,171	09/08/1998	Dealer Computer Services, Inc.
2.	Rentsys	2,138,941	02/24/98	Dealer Computer Services, Inc.
3.	UCS Logo	2,933,277	03/15/05	Dealer Computer Services, Inc.
4.	UCS Logo	3,099,969 (78/383,648)	06/06/06 (03/12/04)	Dealer Computer Services, Inc.
5.	UCS Logo	3,067,461 (78/383,661)	03/14/06 (03/12/04)	Dealer Computer Services, Inc.
6.	UCS Logo	3,013,105 (78/383,684)	11/08/05 (03/12/04)	Dealer Computer Services, Inc.
7.	UCS Logo	3,087,174 (78/383,714)	05/02/06 (03/12/04)	Dealer Computer Services, Inc.
8.	Southwest Microrentals & Des.	2,369,931	07/25/00	Dealer Computer Services, Inc. (formerly Rental Systems, Inc.)
9.	Southwest Microrentals (Stylized)	2,367,549	07/18/00	Dealer Computer Services, Inc. (formerly Rental Systems, Inc.)