

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Patent Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Execution Date
Key Control Holding, Inc.	10/26/2006

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

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	D522235
Patent Number:	7116228
Patent Number:	7109864
Patent Number:	7049961
Patent Number:	7046145
Application Number:	10864558

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

PATENT

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REEL: 018463 FRAME: 0194

CH \$240.00 D522235

Total Attachments: 4

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SECOND LIEN GRANT OF PATENT 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, KEY CONTROL HOLDING, 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 Patent 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 may 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

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 created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

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 **"Patent Collateral"**):

(i) all patents and patent applications and 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 patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent 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 Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **"proceeds"** includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent 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 Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 26th day of October, 2006.

KEY CONTROL HOLDING, INC.

By: RT Brockman
Name: Robert T. Brockman
Title: Chief Executive Officer

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Issued Patents:

	Patent Title	Patent No. (App. No.)	Issue Date (App. Date)	Record Owner
1.	Key Fob	D522,235	06/06/06	Key Control Holding, Inc.
2.	Asset Management System	7,116,228 (10/079,920)	10/3/2006	Key Control Holding, Inc.
3.	Object Carriers and Lighted Tags for an Object Control Tracking System	7,109,864 (11/040,349)	9/19/2006 (01/21/05)	Key Control Holding, Inc.
4.	Key Control System Using Separate Identification and Location Detection Mechanisms	7,049,961	05/23/06	Key Control Holding, Inc.
5.	Object Carriers For an Object Control And Tracking System	7,046,145	05/16/06	Key Control Holding, Inc.

Pending Patents:

	Patent Title	Appl. No. (App. No.)	File Date (App. Date)	Record Owner
1.	Storing and Accessing Keys	(10/864,558)	(06/08/04)	Key Control Holding, Inc.