

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in US Patents
CONVEYING PARTY DATA	
Name	Execution Date
Deutsche Bank AG New York Branch, as administrative agent	04/21/2010
RECEIVING PARTY DATA	
Name:	The Reynolds and Reynolds Company
Street Address:	One Reynolds Way
City:	Dayton
State/Country:	OHIO
Postal Code:	45430
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D343416
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1411779-0027
NAME OF SUBMITTER:	Frances B. Cutajar
Total Attachments: 5 source=DBReleaseFirstLienReynolds&ReynoldsCo#page1.tif source=DBReleaseFirstLienReynolds&ReynoldsCo#page2.tif source=DBReleaseFirstLienReynolds&ReynoldsCo#page3.tif source=DBReleaseFirstLienReynolds&ReynoldsCo#page4.tif	

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**PATENT
 REEL: 024358 FRAME: 0321**

RELEASE OF FIRST LIEN SECURITY INTEREST IN UNITED STATES PATENTS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN UNITED STATES PATENTS ("**Release**") is dated as of April 21, 2010 by DEUTSCHE BANK AG New York Branch, as Administrative Agent ("**Assignor**"), in favor The Reynolds and Reynolds Company, an Ohio corporation with principal offices at One Reynolds Way Dayton, Ohio 45430 ("**Assignee**").

WHEREAS, Dealer Computers Services, Inc., a Delaware corporation ("**Company**"), and Universal Computer Systems Holdings, Inc., a Delaware corporation ("**Holdings**"), entered into a First Lien Credit Agreement dated as of October 26, 2006 (said First 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 First Lien Subsidiary Guaranty dated as of October 26, 2006 (said First 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 guarantied 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 First Lien Security Agreement dated as of October 26, 2006 (said First 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 Patent 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 First Lien Grant of Patent Security Interest, dated as of October 26, 2006 (the "Patent Security Agreement")

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on October 31, 2006 at Patent Reel 018454, Frame 0804;

WHEREAS, pursuant to the Security Agreement and the Patent 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 "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 ant domestic or foreign law that were presently, or in the future may have been, owned or held by such Assignee 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, 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 Patent Collateral. For purposes of the Patent Security Agreement and this Release, 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.

WHEREAS, Assignor and Assignee desire that Assignor terminates and releases its security interest in the Patent 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 Patent Collateral, including but not limited to the Patents listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Patent 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 Patent 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 Patent Collateral.

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

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 NORKKILA
Title: VICE PRESIDENT

By: 

Name: Scottye Lindsey
Title: Director

Signature page to DCS IP Release

Exhibit A

Issued Patents:

	Patent Title	Patent No. (App. No.)	Issue Date (App. Date)	Record Owner
1.	Business form	D343416	1/18/1994	The Reynolds and Reynolds Company

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