

PATENT ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT
NATURE OF CONVEYANCE:		Release of Second 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:	Key Control Holding, Inc.	
Street Address:	6700 Hollister	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77040	
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		
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ATTORNEY DOCKET NUMBER:	1411779-0027	

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REEL: 024358 FRAME: 0353

NAME OF SUBMITTER:

Frances B. Cutajar

Total Attachments: 5

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RELEASE OF SECOND LIEN SECURITY INTEREST IN UNITED STATES PATENTS

This RELEASE OF SECOND 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 of Key Control Holding, 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 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 Second 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 November 1, 2006 at Patent Reel 018463, Frame 0194;

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.

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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 MORONEY

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.	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.