

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Interest
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Key Control Holding, Inc.	10/14/2010
<b>RECEIVING PARTY DATA</b>	
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
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6731211
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)354-8113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128198200
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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
<b>Total Attachments: 4</b> source=KeyControlHoldingPatentSecIntToDBAGNYB#page1.tif source=KeyControlHoldingPatentSecIntToDBAGNYB#page2.tif source=KeyControlHoldingPatentSecIntToDBAGNYB#page3.tif source=KeyControlHoldingPatentSecIntToDBAGNYB#page4.tif	

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**PATENT**

**501323563**

**REEL: 025150 FRAME: 0673**

## GRANT OF PATENT SECURITY INTEREST

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 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 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, together with the Lenders and Secured Party, the “**Beneficiaries**”); 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 a Security Agreement dated as of April 21, 2010 (said 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 rights, title and interest in and to all patents and patent applications and rights and interests (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) 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 thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

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.

[The remainder of this page intentionally left blank.]

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 14<sup>th</sup> day of October, 2010.

KEY CONTROL HOLDING, INC.

By: Wayne Matteson  
Name: Wayne Matteson  
Title: Assistant Secretary

Grant of Patent Security Interest  
to Security Agreement

SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6731211	May 4, 2004	Key Control Tag