#### 503689276 02/11/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3735914

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date
DEUTSCHE BANK AG NEW YORK BRANCH	02/10/2016

#### **RECEIVING PARTY DATA**

Name:	KEY CONTROL HOLDING, INC.	
Street Address:	6700 HOLLISTER	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77040	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Patent Number:	6731211		

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	097240/3
NAME OF SUBMITTER:	M. OREN EPSTEIN
SIGNATURE: /M. Oren Epstein/	
DATE SIGNED:	02/11/2016

# **Total Attachments: 4**

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**PATENT** REEL: 037719 FRAME: 0234 503689276

# **PATENT RELEASE**

This Patent Release is granted as of February 10, 2016 by DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee") to Key Control Holding, Inc., a Delaware corporation (the "Grantor"), as follows:

# $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, Dealer Computer Services, Inc., a Delaware corporation ("Company"), and Universal Computer Systems Holding, Inc., a Delaware corporation ("Holdings"), 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 have entered into one or more swap agreements (collectively, the "Lender Swap Agreements") with one or more Persons that were Lenders or Affiliates of Lenders at the time such Lender Swap Agreements were entered into (in such capacity, collectively, "Swap Counterparties"); 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 the Security Agreement dated as of April 21, 2010 (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, 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 has executed and delivered a Grant of Patent Security Interest dated as of October 14, 2010 and recorded with the United States Patent and Trademark Office at Reel 025150, Frame 0673 as of October 19, 2010 (the "Patent Security Interest"), under which 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 (as defined below); and

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WHEREAS, the Grantee wishes to release and restore all right, title and interest in and to the Patent Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantee hereby, without recourse and without representation or warranty of any kind (either express or implied), terminates the Patent Security Interest and releases and discharges its security interest, and quit claims and relinquishes unto the Grantor any and all 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 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 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).

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PATENT REEL: 037719 FRAME: 0236 IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent, as Grantee

Name:

Peter Cucchii

Title:

Vice Presigent

By

Name:

Title: Michael Shannon Vice President

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# **SCHEDULE A**

Jurisdiction	Patent Title	Patent No.	Issue Date	Record Owner
		(App. No.)	(App. Date)	
U.S.	KEY CONTROL TAG	6731211	5/4/2004	Key Control Holding, Inc.

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**RECORDED: 02/11/2016**