### 900353976 02/11/2016

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM372971

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		02/10/2016	CORPORATION: GERMANY

## **RECEIVING PARTY DATA**

Name:	Key Control Holding, Inc.		
Street Address:	6700 Hollister		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	CORPORATION: DELAWARE		

## **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark		
Registration Number:	2610825			
Registration Number:	2670500			
Registration Number:	2381282			
Registration Number:	3737959	FLEXDATA		
Registration Number:	2936273	KEY REGISTER		
Registration Number:	3115994	KEYKEEPER		
Registration Number:	3354206	KEYKEEPER BY KEY-TRAK		
Registration Number:	3154735	KEYLOGIX		
Registration Number:	2955112	KEYPOLLER		
Registration Number:	2111665	KEY-TRAK		
Registration Number:	2274051	KEYTRAK		
Registration Number:	2138859	KEY-TRAK INC.		
Registration Number:	3712827	KEYVAULT		
Registration Number:	2890709	LASERTRAK		
Registration Number:	3030917	THE CART KEY		

### CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

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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### TRADEMARK RELEASE

This Trademark 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:

### WITNESSETH:

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 Trademark Security Interest dated as of April 21, 2010 and recorded with the United States Patent and Trademark Office ("USPTO") at Reel 4192, Frame 0121 as of April 26, 2010 (the "Trademark 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 Trademark Collateral (as defined below); and

TRADEMARK REEL: 005730 FRAME: 0173 WHEREAS, the Grantee wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademark 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 Trademark 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 "Trademark Collateral"):

- (i) 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 trademarks, service marks, design, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks identified in the applications and registrations set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations and applications for Trademark registration that have been or may hereafter be issued or applied for by Grantor thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and
- (ii) all proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits).

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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: Title: Peter Cucchiara Vice President

Ву

Name: Title:

Michael Shannon
Vice President

# **SCHEDULE A**

Jurisdiction	Trademark	Reg. No.	Reg. Date (App. Date)	Record Owner	Status
United States	DESIGN	2610825	08/20/2002	Key Control Holding, Inc.	Registered
United States	DESIGN	2670500	12/31/2002	Key Control Holding, Inc.	Registered
United States	DESIGN	2381282	08/29/2000	Key Control Holding, Inc.	Registered
United States	FLEXDATA	3737959	1/12/2010	Rentsys Recovery Services, Inc. <sup>1</sup>	Registered
United States	KEY REGISTER	2936273	03/29/2005	Key Control Holding, Inc.	Registered
United States	KEYKEEPER	3115994	7/18/2006	Key Control Holding, Inc.	Registered
United States	KEYKEEPER BY KEY-TRAK	3354206	12/11/2007	Key Control Holding, Inc.	Registered
United States	KEYLOGIX	3154735	10/10/2006	Key Control Holding, Inc.	Registered
United States	KEYPOLLER	2955112	05/24/2005	Key Control Holding, Inc.	Registered
United States	KEY-TRAK	2111665	11/11/1997	Key Control Holding, Inc.	Registered
United States	KEYTRAK & Design	2274051	08/31/1999	Key Control Holding, Inc.	Registered
United States	KEY-TRAK INC. & Design	2138859	02/24/1998	Key Control Holding, Inc.	Registered
United States	KEYVAULT	3712827	11/17/2009	Key Control Holding, Inc.	Registered
United States	LASERTRAK	2890709	10/05/2004	Key Control Holding, Inc.	Registered
United States	THE CART KEY & Design	3030917	12/13/2005	Key Control Holding, Inc.	Registered

AMERICAS 91050342 (2K) TRADEMARK
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