

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374726

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900353988

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<b>Name:</b>	Reynolds and Reynolds Holdings, Inc., successor in interest to Diversiform, Inc.
<b>Street Address:</b>	6700 Hollister
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77040
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2814810	SCANTRAX CSI
<b>Registration Number:</b>	2814812	PHONETRAX CSI
<b>Registration Number:</b>	2814811	DIVERSIFORM
<b>Registration Number:</b>	2814813	REMINDERTRAX CSI
<b>Registration Number:</b>	1638376	CLEARVIEW SERVICE REMINDERS
<b>Registration Number:</b>	1752516	CLEARVIEW
<b>Registration Number:</b>	1945017	SEAL4

**CORRESPONDENCE DATA**

Fax Number: 2127352000

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent 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 &amp; Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	097240/3
<b>NAME OF SUBMITTER:</b>	M. Oren Epstein
<b>SIGNATURE:</b>	/M. Oren Epstein/
<b>DATE SIGNED:</b>	02/26/2016

**Total Attachments: 4**

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**TRADEMARK RELEASE: SECOND LIEN**

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 Reynolds and Reynolds Holdings, Inc. (the "Grantor") as successor in interest to Diversiform, Inc., an Oregon Corporation, as follows:

**W I T N E S S E T H:**

WHEREAS, Dealer Computer Services, Inc., a Delaware corporation ("Company"), and Universal Computer Systems Holding, 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 have been 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 executed and delivered that certain Counterpart for Additional Guarantors dated as of December 1, 2008, which supplemented that certain Second Lien Subsidiary Guaranty dated as of October 26, 2006 (said Second Lien Subsidiary Guaranty, as it may have been 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, Grantor executed and delivered that certain Counterpart dated as of December 1, 2008, which supplemented that certain Second Lien Security Agreement dated as of October 26, 2006 (said Second Lien Security Agreement, as it may have been 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.

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has executed and delivered a Second Lien Grant of Trademark Security Interest, dated as of January 23, 2009 and recorded with the United States Patent and Trademark Office at Reel 3925, Frame 0391 as of January 27, 2009 (the "Second Lien Grant of 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

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 Second Lien Grant of 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, designs, 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 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 such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party 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 Trademark Collateral. For purposes of this Trademark Release, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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

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

By Peter Cucchiara  
Name: Peter Cucchiara  
Title: Vice President

By [Signature]  
Name: Michael Shannon  
Title: Vice President

**SCHEDULE A**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No. (Appl. No.)</b>	<b>Reg. Date (Appl. Date)</b>	<b>Record Owner</b>
United States	ScanTrax CSI	2814810	2/17/2004	Reynolds and Reynolds Holdings, Inc.
United States	PhoneTrax CSI	2814812	2/17/2004	Reynolds and Reynolds Holdings, Inc.
United States	Diversiform	2814811	2/17/2004	Reynolds and Reynolds Holdings, Inc.
United States	ReminderTrax CSI	2814813	2/17/2004	Reynolds and Reynolds Holdings, Inc.
United States	Clearview Service Reminders	1638376	3/19/1991	DiversiForm, Inc.
United States	Clearview	1752516	2/16/1993	DiversiForm, Inc.
United States	Seal4	1945017	1/02/1996	DiversiForm, Inc.