

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orrtax Software, Inc.		12/31/2003	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Orrtax Intangibles, LLC
Street Address:	1050 N. Post Oak
Internal Address:	Suite 240
City:	Houston
State/Country:	TEXAS
Postal Code:	77055
Entity Type:	limited liability company: TEXAS

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1727221	ORRTAX
Registration Number:	2292254	INTELLITAX
Registration Number:	2545260	INTELLINOTES
Registration Number:	2505218	INFOPROMPT
Registration Number:	2713955	INTELLITRANSFER
Registration Number:	1923474	MODEMNET

CORRESPONDENCE DATA	
Fax Number:	(214)999-1665
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(214) 969-1172
Email:	heather.brunelli@tklaw.com
Correspondent Name:	Heather C. Brunelli/ Thompson & Knight
Address Line 1:	1700 Pacific Ave
Address Line 2:	Suite 3300
Address Line 4:	Dallas, TEXAS 75201

CH \$165.00 1727221

ATTORNEY DOCKET NUMBER:

501102.000004

NAME OF SUBMITTER:

Heather C. Brunelli

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of December 31, 2003 (the "Effective Date"), is made by and between Orrtax Software, Inc., a Washington corporation, with a business address of 2375 130th Ave., N.E., Suite 101, Bellevue, Washington 98805 ("Assignor"), and Orrtax Intangibles, LLC, a Texas limited liability company, with a business address of 1050 N. Post Oak, Suite 240, Houston, Texas 77055 ("Assignee").

WITNESETH:

WHEREAS, Assignor has adopted and used, and has registered or applied to register the trademarks listed in the attached as Exhibit A (the "Marks");

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

ORRTAX SOFTWARE, INC.

Name: Andrew J. Priest
Title: Manager

ORRTAX INTANGIBLES, LLC

Name: Andrew J. Priest
Title: Manager

EXHIBIT A

MARK	REGISTRATION NO.
ORRTAX	1,727,221
INTELLITAX	2,292,254
INTELLINOTES	2,545,260
INFOPROMPT	2,505,218
INTELLITRANSFER	2,713,955
MODEMNET	1,923,474