



ab settings == =

To the Honorable Commissioner of

102811545

2 attached original documents or copy thereof.

Name of conveying party(ies):

Universal Tax Systems, Inc.

Individual(s) ☐ Association
General Partnership ☐ Limited Partnership
☒ Corporation-State VA
Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 21, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as agent

Internal Address: _____

Street Address: 311 S. Wacker Dr.

City: Chicago State: IL ZIP: 60606

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a separate representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from application)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

2,033,226

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601
08/11/2004 ECOOPER 00000118 2033226

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:8521
02 FC:8522

40.00 OP
275.00 OP

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Attorney at Law

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Continuation
Item 4

Schedule 1

TRADEMARKS

<u>U.S. REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RELATED FOREIGN TRADEMARKS</u>
2,033,226	1-28-97	None
2,130,257	1-20-98	None
2,134,117	2-3-98	None
2,806,660	1-20-04	None
2,276,803	9-7-99	None
2,085,238	8-5-97	None
2,085,239	8-5-97	None
2,558,585	4-9-02	None
2,580,103	6-11-02	None
2,769,789	9-30-03	None
Universal Tax Systems, Inc. /dba TaxWise	12-28-99 Filed in Floyd County, Georgia	None

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
TAXWISE UNIVERSITY	78/177,415	4-9-03
CASHWISE	78/278,301	7-24-03

12

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 21, 2004, is between Universal Tax Systems, Inc., a Virginia corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Borrower Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark

license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 21st day of July, 2004.

UNIVERSAL TAX SYSTEMS, INC.

By: William P. Anderson
William P. Anderson
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: _____

Title: _____

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 003026 FRAME: 0105

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 21st day of July, 2004.

UNIVERSAL TAX SYSTEMS, INC.

By: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: 

Title: Director

Signature page to Trademark Security Agreement

ACKNOWLEDGMENT

State of Ohio)
County of Cuyahoga) SS.

On the date first set forth above before me personally appeared William O'Leary who executed the foregoing instrument as the President of Universal Tax Systems, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Linda J. Montgomery
Notary Public
LINDA J. MONTGOMERY
NOTARY PUBLIC • STATE OF OHIO
My commission expires Sept. 10, 2006

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 003026 FRAME: 0107

Schedule 1

TRADEMARKS

<u>U.S. REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RELATED FOREIGN TRADEMARKS</u>
2,033,226	1-28-97	None
2,130,257	1-20-98	None
2,134,117	2-3-98	None
2,806,660	1-20-04	None
2,276,803	9-7-99	None
2,085,238	8-5-97	None
2,085,239	8-5-97	None
2,558,585	4-9-02	None
2,580,103	6-11-02	None
2,769,789	9-30-03	None
Universal Tax Systems, Inc. /dba TaxWise	12-28-99 Filed in Floyd County, Georgia	None

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
TAXWISE UNIVERSITY	78/177,415	4-9-03
CASHWISE	78/278,301	7-24-03

CLI-1211268v1

TRADEMARK LICENSES

<u>LICENSED RIGHTS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREE.</u>
Copyright, Patent and/or Trademark rights	InterviewPlus Dealer Agreement	Express Tax Service, Inc. & Debtor	01/09/04
Copyright, Patent and/or Trademark rights	InterviewPlus Dealer Agreement	Fax Tax, Inc. & Debtor	12/14/00
Copyright, Patent and/or Trademark rights	Service Bureau Agreement	America's Tax Professionals & Debtor	07/21/03
Copyright, Patent and/or Trademark rights	Service Bureau Agreement	Express Tax Service, Inc. & Debtor	01/09/04
Copyright, Patent and/or Trademark rights	Service Bureau Agreement	Meghna Agency Services & Debtor	10/23/03
Copyright, Patent and/or Trademark rights	Service Bureau Agreement	Tax Company USA & Debtor	10/26/03
Copyright, Patent and/or Trademark rights	Service Bureau Agreement	Tax Net (f/k/a Unique Key punch) & Debtor	04/10/04
Copyright, Patent and/or Trademark rights	Trademark License Agreement	SecureTax.com, Inc. & Debtor	03/01/99
Copyright, Patent and/or Trademark rights	License and Royalty Agreement	Fax Tax, Inc. & Debtor	09/09/03
Copyright, Patent and/or Trademark rights	Software Supply Agreement	Internal Revenue Service (IRS) & Debtor	05/01/04

<u>LICENSED RIGHTS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREE.</u>
Copyright, Patent and/or Trademark rights	Software Agreement	Action Tax & Bookkeeping & Debtor	11/17/03
Copyright, Patent and/or Trademark rights	Software Agreement	Liberty Tax Service & Debtor	07/01/04
Copyright, Patent and/or Trademark rights	Software Agreement	M&M Income Tax & Debtor	09/26/02