

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Service2Client, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other a Texas limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CPA2Biz, Inc.

Internal

Address: _____

Street Address: 2500 Augustine Drive, Suite 100

City: Santa Clara

State: California

Country: United States Zip: 95054

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 29, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
78/239,155

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Claudia Cantarella, Esq.

Internal Address: Willkie Farr & Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York

State: N.Y. Zip: 10019-6099

Phone Number: (212)728-8000

Fax Number: (212)728-8111

Email Address: ccantarella@willkie.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2405

Authorized User Name Claudia Cantarella

9. Signature:

Signature

Claudia Cantarella

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003112 FRAME: 0603

700177187

CH \$40.00 232405 78239155

EXHIBIT A
TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of April 29, 2005 (the "Effective Date") by and between Service2Client, LLC, a limited liability company organized under the laws of Texas with a place of business at 9550 Forest Lane, Suite 505, Dallas, Texas 75243 (hereinafter "Assignor") and CPA2Biz, Inc., a corporation organized under the laws of Delaware, with a place of business at 2500 Augustine Drive Suite 100 Santa Clara, California 95054 (hereinafter "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the service mark and service mark application identified on Schedule A appended hereto (hereinafter collectively, the "Mark"); and

WHEREAS, Assignee is desirous of acquiring the Mark and Assignor is desirous of selling the Mark; and

WHEREAS, Assignor and Assignee are parties to that certain agreement, dated as of April 29, 2005 (the "Settlement Agreement"), pursuant to which Assignor has agreed to transfer to Assignee all of Assignor's rights, title and interest in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Mark, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any trademark registration which shall issue from the application included in the Mark (the "Application"), to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of future infringement of said Mark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. Disclaimer of Warranty. Assignee acknowledges that it is obtaining the Mark and Application, and all other assets or services from Assignor "AS IS" and THAT ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATED TO THE VALIDITY, ENFORCEABILITY, QUALITY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THOSE ASSETS OR SERVICES. ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED BY ASSIGNOR.

3. Authorization for Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States to transfer the Application to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may

direct, in accordance with this instrument of assignment, and to issue to Assignee the registration which may issue with respect to the Application, in accordance with this Trademark Assignment.

4. Further Actions of Assignor. Assignor hereby agrees, at Assignee's expense for all out-of-pocket expenditures, to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Mark to Assignee.

5. Successors. This Trademark Assignment extends to, inures to the benefit of, and binds each party and its directors, officers, partners, proprietors, attorneys, agents, servants, employees, representatives, affiliates, subsidiaries, shareholders, predecessors, successors, and assigns. In the event that the assets or the stock of either party shall be acquired through acquisition, sale, merger or otherwise, such party hereby agrees that as a condition to such transaction the acquiring entity or entities shall agree to be bound by the terms and conditions of this Agreement.

6. Entire Agreement. This Trademark Assignment and the Settlement Agreement, which is incorporated herein, represent the entire agreement between the parties concerning the subject matter and supersede all prior negotiations and agreements, whether written or oral, relating to such subject matter. This Trademark Assignment may not be altered, amended, modified, or otherwise changed except in writing duly executed by the parties' authorized representatives. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Agreement, the provision in the Agreement shall be deemed controlling.

7. Counterparts. This Trademark Assignment may be executed (including by facsimile transmission) in one or more counterparts, each of which shall be deemed to be an original and both of which shall together constitute one and the same agreement.

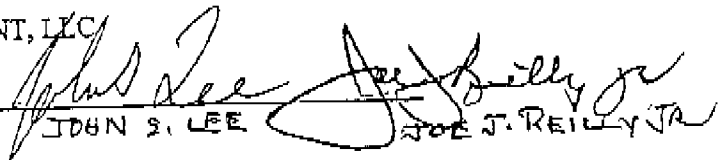
[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of April __ 2005.

ASSIGNOR:

SERVICE2CLIENT, LLC

BY:


Name: JOHN S. LEE JOE J. REILLY JR.
Title: *owner*

ASSIGNEE:

CPA2BIZ, INC.

BY:

Name:
Title:

Received 05/04/2005 11:02AM in 01:42 on line [6] for CANTARC * Pg 2/6

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of April __ 2005.

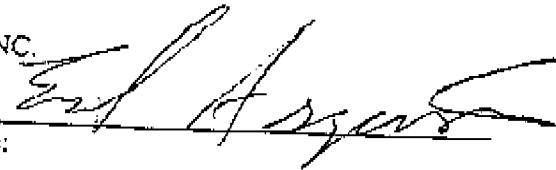
ASSIGNOR:

SERVICE2CLIENT, LLC

BY: _____
Name:
Title:

ASSIGNEE:

CPA2BIZ, INC.

BY:  _____
Name:
Title:

Schedule A

Service Mark and Application Therefore

Mark	Application No.	Filing Date
CPA2CLIENT	78/239,155	April 17, 2003