


Form PTO-1594 (Rev. 03/01) OMB No. 0631-0027 (exp. 6/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 5024-29	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Universal Tax Systems, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>VA</u> <input type="checkbox"/> Other _____			2. Name and address of receiving party(ies) Name: <u>Antares Capital Corporation,</u> as Internal _____ agent Address: _____ Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Trademark Security Agreement</u> Execution Date: <u>July 24 2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>			6. Total number of applications and registrations involved: <u>3</u> 7. Total fee (37 CFR 3.41)\$ _____ <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>232428</u>		
DO NOT USE THIS SPACE					
9. Signature. <u>Laura Konrath</u> Name of Person Signing			 Signature		
			<u>3/22/06</u> Date		
Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/>					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$90.00 232428 78655930

Continuation
Item 4

Schedule 1

TRADEMARKS

<u>MARK</u>	<u>U.S. REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
TAXWISE UNIVERSITY	8-17-04	2,874,276
CASHWISE	7-26-05	2,979,058

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
TAXWISE (non-Stylized)	6-22-05	78/655,930

TRADEMARK LICENSES

None.

3

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

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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 21 day of July, 2004.

UNIVERSAL TAX SYSTEMS, INC.

By: 
William P. Anderson
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: _____

Title: _____

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

UNIVERSAL TAX SYSTEMS, INC.

By: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By:  _____

Title: Director

ACKNOWLEDGMENT

State of Ohio)
County of Cuyahoga) ss.

On the date first set forth above before me personally appeared Gillian Anderson 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
LINDA J. MONTGOMERY
Notary Public • STATE OF OHIO
My commission expires Sept. 10, 2006

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