

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/05/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gear Up, Inc.		10/05/2004	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Thomson Professional & Regulatory Inc.
Street Address:	2395 Midway Road
Internal Address:	Mail Stop 270
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75006-2521
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1549558	GEAR UP TAX SEMINARS
Registration Number:	2041013	TAX GEARS

CORRESPONDENCE DATA

Fax Number: (203)539-7774
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 203-539-8733
 Email: donna.dimitri@thomson.com
 Correspondent Name: Donna M. DiMitri
 Address Line 1: One Station Place
 Address Line 4: Stamford, CONNECTICUT 06902

NAME OF SUBMITTER:	Donna M. DiMitri
Signature:	/Donna M. DiMitri/

CH \$65.00 1549558

Date:

06/27/2006

Total Attachments: 3

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EXHIBIT C-1

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 5th day of October, 2004 by and between Gear Up, Inc., a Washington corporation having a place of business at 500 West Eighth St., Suite 255, Vancouver, WA 98660 ("Assignor"), and Thomson Tax and Accounting, a division of Thomson Professional & Regulatory Inc. ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignee is acquiring the entire business to which the Trademarks pertain and desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby.

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

1. Assignor hereby assigns to assignee all of Assignor's right, title and interest in and to the Trademarks, including the registrations therefor as identified in Exhibit A, and all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby. This assignment includes the right to sue and recover damages for past and future infringements and to bring any action or proceeding in connection with the Trademarks in the U.S. Patent and Trademark Office or other tribunal of competent jurisdiction.

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

SCHEDULE A

Mark

Reg. No.

GEAR UP TAX
SEMINARS and
Design

1,549,558

TAX GEARS

2,041,013