

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATX II		08/29/2006	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	CCH Incorporated
Street Address:	2700 Lake Cook Road
City:	Riverwoods
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2843765	BUSSINESSSMARTS
Registration Number:	2503885	MAX
Registration Number:	2514253	ATX FORMS INC.
Registration Number:	2442492	ZILLIONFORMS
Registration Number:	2356742	SABERPRO
Registration Number:	2483728	ATXFORMS
Registration Number:	2382186	HOTFORMS
Registration Number:	2683012	KLEINROCK'S FORMS LIBRARY
Registration Number:	2460731	TAX EXPERT
Registration Number:	2384655	KLEINROCK'S TAX LIBRARY

CORRESPONDENCE DATA

Fax Number: (847)890-6089

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 2843765

Phone: 847-580-5122
Email: al.feder@wolterskluwer.com
Correspondent Name: Al Feder, General Counsel
Address Line 1: CCH Incorporated
Address Line 2: 2700 Lake Cook Road
Address Line 4: Riverwoods, ILLINOIS 60015

NAME OF SUBMITTER:	Al Feder
Signature:	/Al Feder/
Date:	09/14/2006

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment") is entered into as of August 29, 2006 (the "Effective Date") by and between ATX II LLC, a Maryland limited liability company ("Assignor"), and CCH Incorporated, a Delaware corporation ("Assignee"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of July 31, 2006 by and between Assignor, United Communications Group, Limited Partnership, a Maryland limited partnership, and Assignee (as amended or supplemented in accordance with its terms, the "Purchase Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title and interest worldwide in, to and under the trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), together with (a) any renewals, extensions, or foreign equivalents; (b) all of the goodwill associated with such trademarks; and (c) all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same.

This Trademark Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties, covenants and indemnities set forth in the Purchase Agreement). In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

This Trademark Assignment shall be governed by and construed in accordance with the substantive laws of the State of Delaware applicable to contracts made and performed entirely in Delaware, without references to the conflicts of law rules of such State.

This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

* * * * *

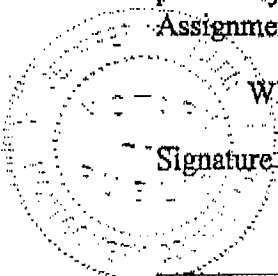
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

ATX II LLC

By: Edwin Peskowitz
Name:
Title:

STATE OF Maryland)
COUNTY OF Montgomery) SS.

On this 29th day of August, there appeared before me Edwin Peskowitz personally known to me, who acknowledged that s/he signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of ATX II LLC.



WITNESS my hand and official seal.

Signature: Jennifer M. Mills (Seal)

My commission expires 06/01/2010

CCH INCORPORATED

By: _____
Bruce C. Lenz
Executive Vice President and Secretary

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that s/he signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of CCH Incorporated.

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

ATX II LLC

By: _____
Name:
Title:

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, there appeared before me _____, personally known to me, who acknowledged that s/he signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of ATX II LLC.

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

CCH INCORPORATED

By: B. C. Lenz
Bruce C. Lenz
Executive Vice President and Secretary

STATE OF Illinois)
) SS.
COUNTY OF Lake)



On this 29th day of August, there appeared before me Bruce C. Lenz, personally known to me, who acknowledged that s/he signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of CCH Incorporated.

WITNESS my hand and official seal.

Signature Janet M. Schaub (Seal) My commission expires 2/3/07

SCHEDULE A

TRADEMARKS			
Trademark	Country	Registration Number	Registration Date
BusinessSmarts	United States	2843765	May 18, 2004
MAX	United States	2503885	November 6, 2001
ATX Forms Inc.	United States	2514253	December 4, 2001
ATXFORMS	United States	2483728	August 28, 2001
ZillionForms	United States	2442492	April 10, 2001
SaberPro	United States	2356742	June 13, 2000
HotForms	United States	2382186	September 5, 2000
Kleinrock's Forms Library	United States	2683012	February 4, 2003
Tax Expert	United States	2460731	June 19, 2001
Kleinrock's Tax Library	United States	2384655	September 12, 2000

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment"), dated as of August 28, 2006 (the "Effective Date"), is entered into by and between United Communications Group Limited Partnership, a Maryland limited partnership ("Assignor"), and ATX II LLC, a Maryland limited liability company ("Assignee"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of July 31, 2006 by and between Assignor, Assignee, and CCH Incorporated, a Delaware corporation (as amended or supplemented in accordance with its terms, the "Purchase Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title and interest worldwide in, to and under the trademarks listed on Schedule A attached hereto, together with (a) any renewals, extensions, or foreign equivalents; (b) all of the goodwill associated with such trademarks; and (c) all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same.

In case at any time after the Effective Date any further action by either party hereto is reasonably necessary to carry out the purposes of this Assignment, each of the parties will take such further action (including but not limited to the execution and delivery of such further instruments and documents) as the other party may reasonably request, at the sole cost and expense of the requesting party.

This Trademark Assignment shall be governed by and construed in accordance with the substantive laws of the State of Delaware applicable to contracts made and performed entirely in Delaware, without reference to the conflicts of law rules of such State.

This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the Effective Date.

ATX II, LLC

By: United Communications Group, Limited Partnership, its sole Member

By: UCG, Inc., its General Parter

By: [Signature]
Name: Edwin Peskowitz
Title: Vice President

STATE OF Maryland)
COUNTY OF Montgomery) SS.

On this 28th day of August, there appeared before me Edwin Peskowitz, personally known to me, who acknowledged that s/he signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of ATX II LLC.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

My commission expires 06-01-2010

UNITED COMMUNICATIONS GROUP, LIMITED PARTNERSHIP

By: UCG, Inc., its General Parter

By: [Signature]
Name: Edwin Peskowitz
Title: Vice President

STATE OF Maryland)
COUNTY OF Montgomery) SS.

On this 28th day of August, there appeared before me Edwin Peskowitz personally known to me, who acknowledged that s/he signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of United Communications Group, Limited Partnership.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

My commission expires 06-01-2010

TRADEMARK ASSIGNMENT

Schedule A

TRADEMARKS			
Trademark	Country	Registration Number	Registration Date
Kleinrock's Forms Library	United States	2683012	February 4, 2003
Tax Expert	United States	2460731	June 19, 2001
Kleinrock's Tax Library	United States	2384655	September 12, 2000