

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
Tax Compliance, Inc.		09/08/2006	Subchapter S corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TCI Acquisition Corp.		
Street Address:	466 Lexington Avenue		
Internal Address:	c/o Warburg Pincus IX LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78896744	LICENSEHQ	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	eschonbraun@willkie.com		
Correspondent Name:	Emily Schonbraun		
Address Line 1:	787 Seventh Avenue		
Address Line 2:	Willkie Farr & Gallagher LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Emily L. Schonbraun		
Signature:	/emilyschonbraun/		
Date:	09/14/2006		

CH \$40.00 78896744

Total Attachments: 4

source=Tax Compliance Trademark Assignment#page1.tif

source=Tax Compliance Trademark Assignment#page2.tif

source=Tax Compliance Trademark Assignment#page3.tif

source=Tax Compliance Trademark Assignment#page4.tif

TRADEMARK ASSIGNMENT

This Assignment is made on this 8th day of September, 2006 (the "Trademark Assignment") by and between Tax Compliance, Inc., a California Subchapter S corporation ("Assignor"), and TCI Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks, all such rights existing in any jurisdiction (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 8, 2006 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee the Assets (as defined in the Asset Purchase Agreement) of Assignor, relating to the Business (as defined in the Asset Purchase Agreement) and all right, title and interest therein and related thereto, including, without limitation, the Trademarks;

WHEREAS, the parties wish to execute and deliver this Trademark Assignment for the purpose of assigning the Trademarks from Assignor to Assignee.

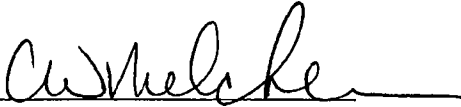
NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all right, title, and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, together with the right to sue, counterclaim, and to recover damages and profits and all other remedies for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks.

Assignor hereby agrees to execute upon the request of Assignee, at Assignor's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

TAX COMPLIANCE, INC.,
as Assignor

By: 
Name: Carl Melcher
Title: President

TCI ACQUISITION CORP.,
as Assignee

By: _____
Name:
Title:


[Signature Page to the Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

TAX COMPLIANCE, INC.,
as Assignor

By: _____
Name: Carl W. Melcher
Title: President

TCI ACQUISITION CORP.,
as Assignee

By:  _____
Name: Mason Slaine
Title: Chief Executive Officer

[Signature Page to the Trademark Assignment]

SCHEDULE A

U.S. Trademark registrations and pending applications

LICENSEHQ, Application No. 78/896,744, filed May 31, 2006

Common law trademarks and services marks

PROPERTY TAX MANAGEMENT SYSTEM

PTMS