

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tax Compliance, Inc.		09/15/2006	CORPORATION: DELAWARE
TCI Acquisition Holdings, Inc.		09/15/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Financial LLC		
<b>Street Address:</b>	400 Park Avenue		
<b>Internal Address:</b>	Suite 1510		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78896744	LICENSEHQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2129093078		
<b>Email:</b>	szablocki@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP; Att:Susan Zablocki		
<b>Address Line 1:</b>	153 East 53rd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>Signature:</b>	//susan zablocki//		
<b>Date:</b>	10/06/2006		

CH \$40.00 78896744

**Total Attachments: 5**

source=Tax Compliance Inc and TCI Acquisition Holdings Inc Security Agreement#page1.tif

source=Tax Compliance Inc and TCI Acquisition Holdings Inc Security Agreement#page2.tif

source=Tax Compliance Inc and TCI Acquisition Holdings Inc Security Agreement#page3.tif

source=Tax Compliance Inc and TCI Acquisition Holdings Inc Security Agreement#page4.tif

source=Tax Compliance Inc and TCI Acquisition Holdings Inc Security Agreement#page5.tif

## Trademark Security Agreement

Trademark Security Agreement, dated as of September 15, 2006, by Tax Compliance, Inc. and TCI Acquisition Holdings, Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of Churchill Financial LLC, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date herewith (the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

#### SECTION 1. Defined Terms

. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

#### SECTION 2. Grant of Security Interest in Trademark Collateral

. Each Pledgor hereby pledges to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all products and proceeds and the right to sue for and collect damages from past, present or future infringement or dilution of any and all of the foregoing.

#### SECTION 3. Guarantee and Collateral Agreement

. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination

. Upon the payment in full of the Loan Document Obligations and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, upon any Pledgor's request, execute, acknowledge, and deliver to such Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks pledged under this Trademark Security Agreement.

SECTION 5. Counterparts


. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

**[signature page follows]**

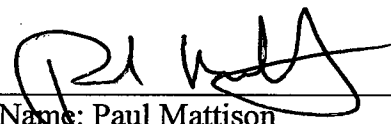
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**TCI ACQUISITION HOLDINGS, INC.**

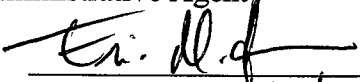
By:   
Name: Paul Mattison  
Title: Chief Financial Officer,  
Treasurer and Secretary

**TAX COMPLIANCE, INC.**

By:   
Name: Paul Mattison  
Title: Chief Financial Officer,  
Treasurer and Secretary

Accepted and Agreed:

**CHURCHILL FINANCIAL LLC,**  
as Administrative Agent

By:   
Name: ERIC M. HERR  
Title: MD

Trademark Security Agreement

**TRADEMARK**  
**REEL: 003404 FRAME: 0283**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND COPYRIGHT APPLICATIONS**

TCI Acquisition Holdings, Inc.: None

Tax Compliance, Inc.

Registered Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
------------------	-----------------	------------------	--------------

None

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
LicenseHQ	78896744	May 31, 2006	Tax Compliance, Inc.