

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Positive Systems, Incorporated		08/31/2006	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomson Professional & Regulatory Inc.		
<b>Street Address:</b>	2395 Midway Road		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75006		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2808514	PASSONLINE	
Registration Number:	2715887	PASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)539-7774		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-539-8795		
<b>Email:</b>	Trademarks@Thomson.com		
<b>Correspondent Name:</b>	The Thomson Corporation		
<b>Address Line 1:</b>	1 Station Place		
<b>Address Line 2:</b>	Paula Upson		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06902		
<b>NAME OF SUBMITTER:</b>	Paula K. Upson		
<b>Signature:</b>	/pku/		
<b>Date:</b>	10/24/2006		

CH \$65.00 2808514

Total Attachments: 3

source=Pos Sys Assign#page1.tif

source=Pos Sys Assign#page2.tif

source=Pos Sys Assign#page3.tif

## EXHIBIT C

### TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 31<sup>st</sup> day of August, 2006 by and between Positive Systems, Incorporated, a Texas corporation having a place of business at 1550 County Road 180 Leander, TX 78641 ("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 Schedule 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.

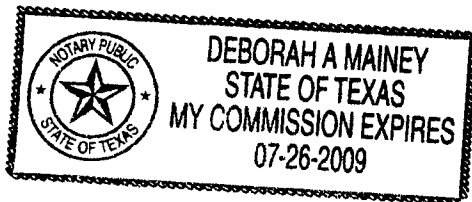
IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above.

Positive Systems, Incorporated

By: [Signature]  
Name: Todd Denlinger  
Title: President

STATE OF Texas }  
COUNTY OF Williamson } SS

On this 31 day of August, 2006, before me personally appeared Todd Denlinger to me personally known, who, being duly sworn, did say that he is the President of Positive Systems, Incorporated and that he duly executed the foregoing instrument for and on behalf of Positive Systems, Incorporated being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public

SCHEDULE A

Mark

Reg. No.

PASSOnline

2,808,514

PASS

2,715,887