

**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 |

**CONVEYING PARTY DATA**

| Name                                  | Formerly | Execution Date | Entity Type                         |
|---------------------------------------|----------|----------------|-------------------------------------|
| Taxware. LP                           |          | 10/27/2006     | LIMITED PARTNERSHIP: DELAWARE       |
| First Data Government Soutions, LP    |          | 10/27/2006     | LIMITED PARTNERSHIP: DELAWARE       |
| FDGS, LP                              |          | 10/27/2006     | LIMITED PARTNERSHIP: DELAWARE       |
| Taxware, LLC                          |          | 10/27/2006     | LIMITED LIABILITY COMPANY: DELAWARE |
| FDGS Holdings General Partner II, LLC |          | 10/27/2006     | LIMITED LIABILITY COMPANY: DELAWARE |
| Automatic Data Processing, Inc.       |          | 10/27/2006     | CORPORATION: DELAWARE               |
| First Data Corporation                |          | 10/27/2006     | CORPORATION: DELAWARE               |
| FDGS Holdings, LP                     |          | 10/27/2006     | LIMITED PARTNERSHIP: DELAWARE       |

**RECEIVING PARTY DATA**

|                        |                       |
|------------------------|-----------------------|
| <b>Name:</b>           | ADP, Inc.             |
| <b>Street Address:</b> | One ADP Blvd.         |
| <b>City:</b>           | Roseland              |
| <b>State/Country:</b>  | NEW JERSEY            |
| <b>Postal Code:</b>    | 07068                 |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 5**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2457832 | REMIT     |
| Registration Number: | 2262821 | TAXSOLVER |
| Registration Number: | 1688323 | TAXWARE   |
| Registration Number: | 1706425 | VERAZIP   |

CH \$140.00 2457832

Registration Number:

2367409

WORLD TAX

**CORRESPONDENCE DATA**

Fax Number: (650)213-0260

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

Phone: 6508121300

Email: patrademarks@manatt.com

Correspondent Name: Manatt, Phelps & Phillips, LLP

Address Line 1: 1001 Page Mill Road

Address Line 2: Building 2

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:

25908030TAXWARE ASSIGN

NAME OF SUBMITTER:

Christine Brown, Paralegal

Signature:

/Christine Brown/

Date:

01/12/2007

**Total Attachments: 17**

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**PARTNERSHIP INTEREST PURCHASE AGREEMENT**

**dated as of October 27, 2006**

**by and among**

**TAXWARE, LP**

**FIRST DATA GOVERNMENT SOLUTIONS, LP**

**FDGS HOLDINGS, LP**

**TAXWARE LLC**

**FDGS HOLDINGS GENERAL PARTNER II, LLC**

**FIRST DATA CORPORATION**

**ADP, INC.**

**AND**

**AUTOMATIC DATA PROCESSING, INC.**

## PARTNERSHIP INTEREST PURCHASE AGREEMENT

THIS PARTNERSHIP INTEREST PURCHASE AGREEMENT, dated as of October 27, 2006 (this "Agreement"), is entered into by and among ADP, Inc., a Delaware corporation ("Purchaser"), Taxware, LP, a Delaware limited partnership (the "Company"), First Data Government Solutions, LP, a Delaware limited partnership ("FDGS LP"), FDGS Holdings, LP, a Delaware limited partnership ("FDGS Holdings"), and together with FDGS LP, the "Limited Partners", Taxware LLC, a Delaware limited liability company ("Taxware LLC"), FDGS Holdings General Partner II, LLC, a Delaware limited liability company ("FDGS Holdings GP"), and together with Taxware LLC, the "General Partners", solely with respect to its obligations under Sections 7.6(k) (if applicable), 7.8, 7.9, and 7.14, First Data Corporation, a Delaware corporation ("First Data Corporation"), and solely with respect to Section 7.15, Automatic Data Processing, Inc., a Delaware corporation. The Limited Partners and the General Partners are referred to herein collectively from time to time as the "Sellers", and each such Limited Partner and General Partner may be referred to herein singularly from time to time as a "Seller".

WHEREAS, immediately prior to the transactions contemplated by this Agreement, the Sellers own all of the limited partner and general partner partnership interests of the Company (collectively, the "Interests") in the respective amounts and percentages set forth on Schedule 2.1 attached hereto; and

WHEREAS, Purchaser desires to purchase, and the Sellers desire to sell, all of the Interests held by them on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the parties agree as follows:

### ARTICLE I.

#### DEFINITIONS; INTERPRETATIONS

1.1 Definitions. As used in this Agreement:

"Accounting Arbitrator" has the meaning specified in Section 3.3(b).

"Accrued Bonuses" means all bonus payments paid by the Company to the Taxware Employees after the Closing, for which a liability has been included in Estimated Working Capital, and which will not be treated as a Purchase Price adjustment pursuant to Sections 3.3 or 10.5(a).

"Adjustment Date" has the meaning specified in Section 3.3(f).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person: provided, however, that in no event shall (i) any Credit Card Processing Alliance or (ii) The Western Union Company or

“Third Party Claim” has the meaning specified in Section 9.7(a).

“Third-Party Software” shall mean software that has been licensed by the Company for use in connection with the Company’s business from any Person.

“Trademark Assignment” means the Trademark Assignment in the form attached as Exhibit B-1 hereto.

“Working Capital” has the meaning specified in Section 3.1(b).

“Working Capital Statement” has the meaning specified in Section 3.3(a).

1.2 Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The headings preceding the text of Articles and Sections included in this Agreement and the headings to Schedules and Exhibits attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement. The use of the terms “including” or “include” shall in all cases herein mean “including, without limitation” or “include, without limitation,” respectively. Reference to any Person includes such Person’s successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement. Reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Reference to any contract or agreement (including this Agreement), document or instrument means such contract or agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof. Underscored references to Articles, Sections, paragraphs, clauses, Exhibits or Schedules shall refer to those portions of this Agreement. The use of the terms “hereunder,” “hereof,” “hereto” and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of, or Exhibit or Schedule to, this Agreement.

## ARTICLE II.

### SALE OF THE INTERESTS

2.1 Purchase and Sale of Interests. Upon the terms and subject to the conditions contained herein, Purchaser agrees to purchase from the Sellers at the Closing, and the Sellers agree to sell to Purchaser at that time, all of the Interests, in the amounts set forth on Schedule 2.1. The Sellers shall convey, and Purchaser shall purchase, the Interests at the Closing, free and clear of all Liens.

2.2 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place on the third Business Day following the satisfaction or waiver of all conditions to the obligations of the parties set forth in Article VIII, or at such other place or at such other time or on such other date as Purchaser and the Sellers may mutually agree upon in

(vii) any agreement obligating the Company to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Person,

(viii) any agreement with any of the Taxware Employees, including employment, non-compete and severance agreements, and

(ix) any agreement with a term of more than 2 years requiring future payments or expenditures by the Company of at least \$100,000 in any twelve (12) month period that cannot be canceled by the Company on less than ninety (90) days' notice without penalty.

(b) Material Contract Validity. All Material Contracts are valid, binding upon the Company and in full force and effect, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to creditors' rights generally and to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law). The Company has made available to Purchaser true and correct copies of each Material Contract. Neither the Company nor, to the Knowledge of the Company, any other party to such Material Contracts, is in material default under any Material Contract or has provided notice (in the case of the Company, written or otherwise and in the case of any other party, written only) of any intention to terminate, any such Material Contract, and, to the Knowledge of the Company, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default thereunder or would result in a termination thereof.

(c) Service Level Agreements; Uptime Commitments. Except as set forth on Schedule 4.10, during the last three (3) years, the Company has not paid any amounts in excess of \$30,000, individually or the aggregate, under any Material Contract to clients (either directly or by way of credit against amounts due and payable from a client) in respect of or due to a failure to satisfy any service level agreements or uptime commitments.

4.11 Litigation; Compliance with Laws. Except as disclosed on Schedule 4.11, there are no Legal Proceedings brought by, pending or, to the Knowledge of the Company, threatened in writing against or affecting the Company or its assets. There are no settlement agreements or similar written agreements with any Governmental Authority and no outstanding Orders in which Sellers are specifically named as a party. Except as set forth on Schedule 4.11, to the Knowledge of the Company, the Company is in material compliance with all Laws and Orders applicable to its business or its properties (including properties leased under the Real Property Leases to the extent applicable to the Company as a tenant thereof) and has filed with the proper Governmental Authorities all statements and reports required by the Laws and Orders to which it or any of its properties or operations are subject.

4.12 Intellectual Property and Information Technology.

(a) Set forth on Schedule 4.12(a) is a true and complete listing, as of the date hereof, of: (i) any patents and patent applications that are owned or managed by the Company or that are owned or managed by any Seller and primarily relate to the business of the Company, (ii) registered trademarks and service marks, and any applications therefor, that are owned by the Company or that are owned by any Seller and primarily relate to the business of the Company, (iii) registered copyrights that are owned by the Company or that are owned by any Seller and primarily relate to the Company, (iv) material common law trademarks and service marks and material unregistered copyrights that are owned by the Company or that are owned by any Seller and primarily relate to the business of the Company, (v) domain names that are used in connection with the conduct of the business of the Company, and (vi) all commercial software products developed by the Company or for the specific benefit of the Company (including all material software products that are in development by the Company or for the specific benefit of the Company) (collectively, the "Company Intellectual Property"). None of the Company Intellectual Property is or has been involved in any interference, reissue, reexamination, opposition, invalidation or cancellation action, claim or proceeding and, to the Knowledge of the Company, no such action, claim or proceeding has been threatened against the Company or any Seller.

(b) Set forth on Schedule 4.12(b) is a true and complete listing of all expressly licensed material Third-Party Software that is used in connection with the conduct of the business of the Company, and any Intellectual Property license agreements pursuant to which the Company is a licensee, other than "shrink-wrap" software licenses and similar non-negotiated, publicly available end-user software licenses (the "Licensed Intellectual Property").

(c) To the Knowledge of the Company, all of the Company Intellectual Property is valid and enforceable. All of the Company Intellectual Property that is registered or for which an application is pending is in good standing, with all fees paid in full and filings made to date, and the Company and the Sellers have taken all necessary action and made all necessary filings to ensure that no such application will be abandoned. The Company has disclosed on Schedule 4.12(c) any renewals, fee payments, filing of an affidavit or patent application or any other action that is or will be required to be taken with respect to any of the foregoing within six (6) months from the Closing Date.

(d) The Company has good and marketable title to the Company Intellectual Property, free and clear of all Liens, other than Permitted Liens, except for the Company Intellectual Property that is listed on Schedule 4.12(d), which is owned by the Sellers or their respective Affiliates and which are listed on one or more exhibits to the IP Assignments. The Company has exclusive ownership of all of the commercial software products developed by the Company or for the specific benefit of the Company (including all material software products that are in development by the Company or for the specific benefit of the Company) and any portion thereof, other than Third Party Software components thereof, and all licenses with respect to such Third Party Software to the Company are listed on Schedule 4.12(b), are in full force and effect and permit the Company to so use such Third Party Software as components of the Company's software

products. Except as set forth on Schedule 4.12(d), the Company has the valid and enforceable right to use the Licensed Intellectual Property in the manner the Licensed Intellectual Property is used in connection with the business of the Company as currently conducted. Except as disclosed on Schedule 4.12(d), the consummation of the transactions contemplated by this Agreement will not affect the rights of the Company in the Licensed Intellectual Property.

(e) Except as disclosed on Schedule 4.12(e) or with regard to licenses or sub-licenses of Intellectual Property to its customers in connection with the normal conduct of the Company's business, neither the Company nor any of the Sellers has (i) granted to any third party a license under any Company Intellectual Property or Licensed Intellectual Property or, in any way, pledged or encumbered the Company Intellectual Property or Licensed Intellectual Property; or (ii) taken any action or failed to take any action which action or omission to act would be reasonably expected to have the effect of waiving any material rights in or to any item of Company Intellectual Property or Licensed Intellectual Property.

(f) The Company is not infringing or violating the Intellectual Property rights of any third party through the operation of its business, its products and the Company's intended or recommended use thereof. To the Knowledge of the Company, no third party is violating or infringing upon any rights associated with the Company Intellectual Property.

(g) The Source Code form of the software products listed on Schedule 4.12(a)(vi) (1) has at all times been maintained in strict confidence and otherwise in a manner that is customary in and consistent with the Company's industry and (2) has been disclosed by the Company only to Taxware Employees having "a need to know" the contents thereof in connection with the performance of their duties to the Company except such disclosures to Taxware Employees that would not reasonably be expected to materially adversely affect the Company or its business. The Company and the Sellers have taken all reasonable actions (for example, entering into nondisclosure agreements and affixing notices) necessary to secure, maintain and enforce the Company's rights in and to the Company Intellectual Property to preserve the secrecy of such information as a trade secret and as is customary and consistent with the Company's industry. Except as set forth on Schedule 4.12(g), the Company has not licensed any Source Code form of the software products listed in Schedule 4.12(a)(vi) to any third party, other than the licensing of Source Code to third parties which licenses would not have a material adverse affect on the Company or the Company Intellectual Property rights or trade secret rights to such Source Code.

(h) All individuals, including members of management, employees, agents, consultants, and contractors, who have conceived or developed any Company Intellectual Property either (1) were bona fide employees of the Company or have been party to a "work-for-hire" arrangement or agreement with the Company, in accordance with applicable federal, state and foreign laws, that has accorded the Company full, effective, exclusive, and original ownership of all tangible and intangible property thereby arising, or (2) have executed appropriate instruments of assignment in favor of the Company as



assignee that have conveyed to the Company full, effective, and exclusive ownership of all tangible and intangible property thereby arising.

(i) The Company has no outstanding royalty, commission or other executory payment agreements, arrangements or obligations with respect to any Company Intellectual Property.

(j) No federal, state, local or other government funding or university or college facilities were used in the development of any Company Intellectual Property or any Company products.

(k) Except as specifically set forth in Schedule 4.12(k), the Company Intellectual Property (including the Software) does not include any "open source" code (as defined by the Open Source Initiative) or "Free" code (as defined by the Free Software Foundation), nor has it been created in such a way that it is compiled with or linked to any such code.

#### 4.13 Tax Matters.

(a) The Company has filed, or has had filed on its behalf, all material Tax Returns required to have been filed with respect to the Company. Such Tax Returns have been timely filed by the Company and were filed true and accurate in all material respects. The Company has paid all Taxes due and owing by it (whether or not such Taxes are required to be shown on a Tax Return) and has withheld and paid over to the appropriate taxing Governmental Authority all Taxes which it is required to withhold from amounts paid or owing to any employee, independent contractor or third party.

(b) There have been no waivers or extensions of any statute of limitations filed with any Governmental Authority responsible for assessing or collecting Taxes in respect of any Tax Return of the Company.

(c) There is no Legal Proceeding, audit, or assessment pending or, to the Knowledge of the Company, proposed with respect to any liability for Taxes of the Company, or with respect to any Tax Return of the Company.

(d) The Company has been since January 1, 2003 classified for federal income tax purposes as a partnership as defined in Sections 761(a) and 7701(a)(2) of the Code. No election has been made by the Company pursuant to Treasury Regulations Section 301.7701-3 to be taxed as a corporation or an association.

(e) The Company has not executed or entered into a closing agreement under Section 7121 of the Code or any similar provision of state, local or foreign Laws, and the Company is not subject to any private letter ruling of the IRS or comparable ruling of any other taxing authority.

(f) The Company has charged its customers all sales, goods and services and other similar Taxes required to be charged in material compliance with the laws and regulations of all applicable taxing jurisdictions. All such Taxes have been collected to

**SCHEDULE A**

**Registered Marks:**

| Mark                              | Country               | App. No. | Filing Date | Reg. No.  | Reg. Date |
|-----------------------------------|-----------------------|----------|-------------|-----------|-----------|
| TAXWARE                           | Canada                | 671888   | 12/5/1990   | TMA398058 | 5/8/1992  |
| WORLD TAX                         | Canada                | 862930   | 12/2/1997   | TMA554957 | 12/4/2001 |
| TAXWARE                           | European<br>Community | 37432    | 4/1/1996    | 37432     | 3/13/1998 |
| TAXWARE<br>INTERNATIONAL,<br>INC. | European<br>Community | 1989698  | 12/6/2000   | 1989698   | 1/7/2002  |
| UTL                               | European<br>Community | 2135275  | 3/19/2001   | 2135275   | 5/2/2002  |
| WORLD TAX                         | European<br>Community | 686972   | 11/24/1997  | 686972    | 6/5/2000  |
| REMIT                             | U.S.                  | 75544224 | 8/27/1998   | 2457832   | 6/5/2001  |
| TAX SOLVER                        | U.S.                  | 75477439 | 4/30/1998   | 2262821   | 7/20/1999 |
| TAXWARE                           | U.S.                  | 74064177 | 5/30/1990   | 1688323   | 5/19/1992 |
| VERAZIP                           | U.S.                  | 74204010 | 9/16/1991   | 1706425   | 8/11/1992 |
| WORLD TAX                         | U.S.                  | 75390463 | 11/14/1997  | 2367409   | 7/18/2000 |

**Common Law Marks:**

| Mark               | Country |
|--------------------|---------|
| TAXWARE and Design | U.S.    |
| UTL                | U.S.    |
| NEXPRO             | U.S.    |
| UTL                | Canada  |

SCHEDULE B

Common Law Marks:

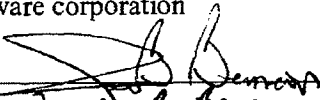
| Mark        | Country |
|-------------|---------|
| UTILITAX    | U.S.    |
| TAX MONITOR | U.S.    |

{00092366 DOC / 1}

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**PURCHASER:**

ADP, Inc.,  
a Delaware corporation

By:   
Name: James B. Benson  
Title: President

**THE COMPANY:**

TAXWARE, LP,  
a Delaware limited partnership

By: FDGS Holdings General Partner II, LLC  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GENERAL PARTNERS:**

TAXWARE LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

FDGS HOLDINGS GENERAL PARTNER II, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**PURCHASER:**

ADP, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE COMPANY:**

TAXWARE, LP,  
a Delaware limited partnership

By: FDGS Holdings General Partner II, LLC  
its General Partner

By: David J. Treinen  
Name: DAVID J. TREINEN  
Title: PRESIDENT / CEO

**GENERAL PARTNERS:**

TAXWARE LLC,  
a Delaware limited liability company

By: David J. Treinen  
Name: DAVID J. TREINEN  
Title: Manager


FDGS HOLDINGS GENERAL PARTNER II, LLC,  
a Delaware limited liability company

By: David J. Treinen  
Name: DAVID J. TREINEN  
Title: PRESIDENT / CEO

**LIMITED PARTNERS:**

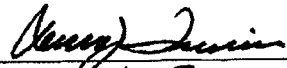
FIRST DATA GOVERNMENT SOLUTIONS, LP,  
a Delaware limited partnership

By: FDGS Holdings General Partner II, LLC  
its General Partner

By:   
Name: DAVID J. TREINEN  
Title: PRESIDENT & CEO

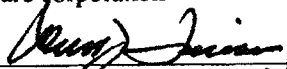
FDGS HOLDINGS, LP,  
a Delaware limited partnership

By: FDGS Holdings General Partner II, LLC  
its General Partner

By:   
Name: DAVID J. TREINEN  
Title: PRESIDENT & CEO

**For purposes Sections 7.6 (k) (if applicable), 7.8,  
7.9 and 7.14 only:**

FIRST DATA CORPORATION,  
a Delaware corporation

By:   
Name: DAVID J. TREINEN  
Title: EXECUTIVE VICE PRESIDENT

**For purposes Section 7.15 only:**

AUTOMATIC DATA PROCESSING,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIMITED PARTNERS:**

FIRST DATA GOVERNMENT SOLUTIONS, LP,  
a Delaware limited partnership

By: FDGS Holdings General Partner II, LLC  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FDGS HOLDINGS, LP,  
a Delaware limited partnership

By: FDGS Holdings General Partner II, LLC  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

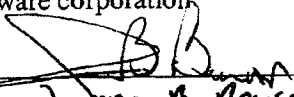
**For purposes Sections 7.6 (k) (if applicable), 7.8,  
7.9 and 7.14 only:**

FIRST DATA CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**For purposes Section 7.15 only:**

AUTOMATIC DATA PROCESSING, INC.,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: James B. Benson  
Title: Vice President

**Exhibit B-1**  
**TRADEMARK ASSIGNMENT**

This Trademark Assignment, dated as of November 28, 2006 (this "Assignment"), is made by First Data Government Solutions, LP, a Delaware limited partnership (formerly known as govONE Solutions, LP, a Delaware limited partnership) ("Assignor"), in favor of Taxware, LP, a Delaware limited partnership ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks identified on Schedule A and also has certain rights in and to the trademarks and service marks identified on Schedule B (the "Scheduled TMs");

WHEREAS, pursuant to a Partnership Interest Purchase Agreement dated October 27, 2006, the Purchaser (as defined therein) is buying all of the partnership interests of Assignee from the Sellers (as defined therein), one of whom is Assignor; and

WHEREAS, as part of the foregoing, Purchaser and Sellers desire to have the Scheduled TMs be assigned from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing, Assignor does hereby irrevocably sell, assign and transfer to Assignee, its entire worldwide right, title and interest (including all common law rights) in and to the Scheduled TMs, including any registrations or applications therefor, along with the goodwill of the business symbolized by the Scheduled TMs, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

Upon Assignee's request, Assignor will promptly take such actions (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Scheduled TMs.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all said trademark registrations to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.


Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, that there are no rights, title or interests outstanding inconsistent with the rights, title and interests assigned herein, and the Assignor will not execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.



IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee on the date first noted above, and Assignee acknowledges receipt of the same.

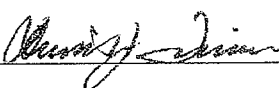
ASSIGNOR:

ASSIGNEE:

By: 

Name: David J. Treinen

Title: President and Chief Executive Officer

By: 

Name: David J. Treinen

Title: President and Chief Executive Officer

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TRADEMARK  
REEL: 003460 FRAME: 0381

## SCHEDULE A

### Registered Marks:

| Mark                              | Country               | App. No. | Filing Date | Reg. No.  | Reg. Date |
|-----------------------------------|-----------------------|----------|-------------|-----------|-----------|
| TAXWARE                           | Canada                | 671888   | 12/5/1990   | TMA398058 | 5/8/1992  |
| WORLD TAX                         | Canada                | 862930   | 12/2/1997   | TMA554957 | 12/4/2001 |
| TAXWARE                           | European<br>Community | 37432    | 4/1/1996    | 37432     | 3/13/1998 |
| TAXWARE<br>INTERNATIONAL,<br>INC. | European<br>Community | 1989698  | 12/6/2000   | 1989698   | 1/7/2002  |
| UTL                               | European<br>Community | 2135275  | 3/19/2001   | 2135275   | 5/2/2002  |
| WORLD TAX                         | European<br>Community | 686972   | 11/24/1997  | 686972    | 6/5/2000  |
| REMIT                             | U.S.                  | 75544224 | 8/27/1998   | 2457832   | 6/5/2001  |
| TAX SOLVER                        | U.S.                  | 75477439 | 4/30/1998   | 2262821   | 7/20/1999 |
| TAXWARE                           | U.S.                  | 74064177 | 5/30/1990   | 1688323   | 5/19/1992 |
| VERAZIP                           | U.S.                  | 74204010 | 9/16/1991   | 1706425   | 8/11/1992 |
| WORLD TAX                         | U.S.                  | 75390463 | 11/14/1997  | 2367409   | 7/18/2000 |

### Common Law Marks:

| Mark               | Country |
|--------------------|---------|
| TAXWARE and Design | U.S.    |
| UTL                | U.S.    |
| NEXPRO             | U.S.    |
| UTL                | Canada  |

SCHEDULE B

Common Law Marks:

| Mark        | Country |
|-------------|---------|
| UTILITAX    | U.S.    |
| TAX MONITOR | U.S.    |

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