

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
H & R Block Enterprises, Inc.		01/22/2007	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	HRB Royalty, Inc.		
Street Address:	P.O. Box F-42411		
City:	Freeport, GBI		
State/Country:	BAHAMAS		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2801738	TAXONE	
Registration Number:	2808445	TAXONE	
CORRESPONDENCE DATA			
Fax Number:	(816)474-9057		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-474-9050		
Email:	tmdocketing.elbein@hoveywilliams.com		
Correspondent Name:	Michael Elbein		
Address Line 1:	2405 Grand Boulevard, Suite 400		
Address Line 4:	Kansas City, MISSOURI 64108		
DOMESTIC REPRESENTATIVE			
Name:	Griffin Corporate Services, Inc.		
Address Line 1:	300 Delaware Avenue, Suite 900-DE5403		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:	Michael Elbein		

CH \$65.00 2801738

Signature:	/Michael Elbein/
Date:	04/13/2007
Total Attachments: 5 source=Conveyance Agreement#page1.tif source=Conveyance Agreement#page2.tif source=Conveyance Agreement#page3.tif source=Conveyance Agreement#page4.tif source=Conveyance Agreement#page5.tif	

CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT ("Agreement"), dated the 22nd day of January, 2007, is made and entered into by and between H&R Block Enterprises, Inc., a Missouri corporation ("Transferor"), and HRB ROYALTY, INC., a Delaware corporation ("Transferee").

WHEREAS, Transferor has acquired rights to certain service marks as listed on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Transferee owns the trademarks, trade names and service marks used or licensed by Transferor and its affiliates in connection with the conduct of their operations:

WHEREAS, Transferor desires to transfer ownership of the service marks listed on Exhibit A to Transferee, and Transferee desires to accept such assets.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

1.1 "Assets" means all of Transferor's right, title and interest in and to all of the assets identified on Exhibit A attached hereto.

1.2 "Liabilities" means, with respect to the Assets being transferred pursuant to this Agreement, all of Transferor's liabilities, duties and obligations of every kind, character and description, whether known or unknown and whether accrued or contingent.

ARTICLE II

Conveyances

Transferor hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Assets to Transferee and Transferee hereby accepts such Assets, at and as of the effective time hereinafter provided.

TO HAVE AND TO HOLD all and singular the said Assets hereby granted, bargained, sold, conveyed, assigned, transferred and delivered or intended so to be unto Transferee, its successors and assigns, to and for its and their own use forever, together with all and singular the properties, assets, members and appurtenances thereunder belonging or in anywise incident or appertaining thereto.

If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or other Asset would be ineffective as between Transferor

and Transferee without the consent of any third person, or would serve as a cause for terminating or invalidating any such agreement, lease, permit, license, right, claim or other Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, Transferor shall, to the greatest extent permitted, hold such Asset for the exclusive use and benefit of Transferee until such consent has been obtained. Upon the obtaining of such consent no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in Transferee by virtue of this Conveyance Agreement.

ARTICLE III

Assumption of Liabilities and Obligations

As consideration for the grant, bargain, sale, conveyance, assignment, transfer and delivery made under Article II and for any conveyance, assignments, transfers and deliveries to be made by Transferor to Transferee pursuant to Article VI, Transferee hereby assumes and agrees to perform and fully discharge all of the Liabilities. Transferee hereby agrees to indemnify, defend and hold harmless Transferor, its successors and assigns, of and from any and all cost, liabilities and expense, including court costs and attorneys fees, arising from or connected with the Liabilities hereby assumed.

ARTICLE IV

Warranties

ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS", AND Transferor EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of Transferor in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

ARTICLE V

Sales Taxes and Recording Fees

The parties agree that Transferee shall pay all sales, use and similar taxes arising out of the sales, conveyances, assignments, transfers and deliveries to be made hereunder, and shall pay all documentary, filing and recording fees required in connection therewith.

ARTICLE VI

Further Assurances

From time to time after the date hereof, and without any further consideration, Transferor will execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as Transferee may reasonably request in order more effectively to vest in Transferee beneficial and record title to the Assets to be conveyed and assigned hereunder or intended so to be and to put Transferee in actual possession and operating control of such Assets. After the date hereof, Transferor agrees to use its best efforts to obtain, without additional cost to Transferee, any and all consents and approvals that may be necessary to vest or confirm title to all the Assets in Transferee.

ARTICLE VII

Power of Attorney

Transferor does hereby constitute and appoint Transferee, its successors and assigns, the true and lawful attorney of Transferor with full power of substitution for it and in its name, place and stead or otherwise but on behalf of Transferor, its successors and assigns, and for the benefit of Transferee, its successors and assigns, to demand and receive from time to time any and all property and assets, real, personal, and mixed, tangible and intangible, hereby conveyed and assigned or intended so to be and to execute in the name of Transferor, its successors and assigns, deeds, assignments and other instruments of further assurance and to give receipts and releases in respect of the same, and from time to time to institute and prosecute in the name of Transferee or Transferor for the benefit of Transferee as may be appropriate, any and all proceedings at law, in equity or otherwise which Transferee, its successors and assigns, may deem proper in order to collect, assert or enforce any claims, rights or title of any kind in and to the Assets hereby conveyed and assigned or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any of said Assets and to do any and all such acts and things in furtherance of this Conveyance Agreement as Transferee, its successors or assigns, shall deem advisable. Transferor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Transferor or its successors or assigns or by operation of law.

ARTICLE VIII

General

8.1 Headings. All article or section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof.

8.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.3 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

8.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

8.5 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

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

H&R BLOCK ENTERPRISES, INC.

By: Brian H. Schmidt
Name Brian H. Schmidt
Title V.P.

HRB ROYALTY, INC.

By: Bret G. Wilson
Name Bret G. Wilson
Title Secretary

Conveyance Agreement by and between
H&R Block Enterprises, Inc. and
HRB Royalty, Inc.

Exhibit A

Licensed Service Marks

TAXONE - Reg. No. 2,801,738

TAXONE - Reg. No. 2,808,445