

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Laminar Direct Capital L.P., as Agent		10/23/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Tax Refund Express, Inc.
Street Address:	2425 West Loop South, Suite 800
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3052622	SAFETYNET
Registration Number:	3151369	INTELLIBIZ
Registration Number:	2977452	INTELLIMANAGER
Registration Number:	3046630	CONFIA TAX
Registration Number:	3085075	CONFIA TAX SERVICES
Registration Number:	2689310	TAXVIEW
Registration Number:	2705417	TRE FINANCIAL SERVICES

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 728-8000
 Email: ipdept@willkie.com
 Correspondent Name: Kathryn Fugina c/o Willkie Farr & Gallag
 Address Line 1: 787 Seventh Avenue

CH \$190.00 3052622

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:

118227.00001

NAME OF SUBMITTER:

Kathryn M. Fugina

Signature:

/kathrynmfugina/

Date:

10/29/2008

Total Attachments: 12

source=laminar_release#page1.tif
source=laminar_release#page2.tif
source=laminar_release#page3.tif
source=laminar_release#page4.tif
source=laminar_release#page5.tif
source=laminar_release#page6.tif
source=laminar_release#page7.tif
source=laminar_release#page8.tif
source=laminar_release#page9.tif
source=laminar_release#page10.tif
source=laminar_release#page11.tif
source=laminar_release#page12.tif

EXECUTION COPY

**Laminar
Direct
Capital**

Laminar Direct Capital, L.L.C.
10000 Memorial Drive, Suite 500
Houston, TX 77024

713-292-5400
FAX (713) 292-5450

October 23, 2008

TRE Financial Services, LLC
2425 West Loop South
Houston, Texas 77027
Attention: Andy Priest

Re: Payoff and Termination of TRE Financial Services, LLC, et al. Credit Agreement

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of May 4, 2007 (as amended by that certain First Amendment to Credit Agreement (the "First Amendment") dated as of April 28, 2008 and as further amended or modified prior to the date hereof, the "Credit Agreement") by and among TRE Financial Services, LLC, a Delaware limited liability company (the "Borrower"), TRE Financial Services Holdings, LLC, a Delaware limited liability company (the "Parent"), the guarantors from time to time party thereto (the "Guarantors") and together with the Borrower and the Parent, the "Loan Parties"), Laminar Direct Capital, L.L.C. (formerly known as Laminar Direct Capital L.P.), a Delaware limited liability company, as collateral agent (in such capacity the "Agent") and the lenders from time to time party thereto (the "Lenders"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement. The Credit Agreement and the other Loan Documents are collectively referred to herein as the "Existing Loan Documents".

The Borrower has advised the Agent that the Loan Parties will repay the total indebtedness and all other obligations (except for those indemnification and similar contingent obligations that become due and payable following receipt of the Total Payoff Amount and by their terms expressly survive termination of the Existing Loan Documents) owed with respect to the credit facility evidenced by the Existing Loan Documents, including Principal, prepayment premium, interest, fees and expenses owed with respect to the Notes and Obligations in accordance with Section 4.06 of the Credit Agreement.

In connection with the payoff and termination of the credit facility evidenced by the Existing Loan Documents, which are currently expected to occur on October 23, 2008 (the "Payment Date"), the Agent (on behalf of itself and the Lenders) hereby confirms and agrees as follows:

1. As of the Payment Date, the outstanding Principal amount of the Notes plus prepayment premium, accrued interest, fees, expenses and other amounts due and owing from the Loan Parties to the Lenders under the Existing Loan Documents (collectively, in the aggregate, the "Expected Payoff Amount"; together with the Per Diem Amount due, if any, pursuant to Section 2, the "Total Payoff Amount"), if paid by 12:00 p.m. Central time on the Payment Date (i.e., the time of day required pursuant to Section 4.09 of the Credit Agreement, together with the appropriate wiring instructions therefor, will be as follows:

(a) Payments to Agent:

Principal amount of Term Notes outstanding:	\$23,000,000.00
Redemption Fee (1/2% of \$23,000,000):	\$115,000.00

Interest to October 23, 2008 (and \$5,270.83 for each day after the Payment Date):	\$115,958.33
TERM NOTES TOTAL:	\$23,230,958.33
Principal amount of Revolving Notes outstanding:	\$9,000,000.00
Interest to October 23, 2008 (and \$1,937.50 for each day after the Payment Date):	\$33,583.33
Unused Line Fee (and \$48.61 for each day after the Payment Date):	\$1,652.78
REVOLVING NOTES TOTAL:	\$9,035,236.11
Annual Administration Fee (and \$82.19 for each day after the Payment Date):	\$9,369.86
TOTAL TO AGENT (other than legal fees):	\$32,275,564.30

VIA WIRE TRANSFER TO:

Bank: HSBC Bank USA
 ABA Number: 021001088
 Account Number: 639-739-722598
 For Further Credit to: Laminar Direct Capital, L.L.C.
 Ref: TRE Financial Services, LLC

(b) Legal Fees to Moore & Van Allen PLLC, counsel to Agent: \$26,500.00

VIA WIRE TRANSFER TO:

Bank: Bank of America, N.A., Charlotte, NC
 ABA Number: 026009593
 Account Number: 000656287701
 Attention: CWM/33532.71
 Ref: Laminar/TRE Financial Services, LLC

2. If payment of the Expected Payoff Amount is not made as provided above by 12:00 p.m. Central time on the Payment Date, such Expected Payoff Amount will be recalculated to reflect increased interest and fees in the respective amounts per day shown in the table above (collectively, in the aggregate, the “Per Diem Amount”) for each day after the Payment Date, to and including the date of such payment.

3. The Total Payoff Amount must be paid in same day funds and in Dollars by one or more wires or interbank transfers totaling the appropriate respective amounts set forth above to the accounts listed above. Payment received after 12:00 p.m. Central time shall be considered received as of the next Business Day.

4. Effective immediately upon receipt by the Agent of (a) a counterpart to this letter agreement executed by the Borrower and the Guarantors and (b) the Total Payoff Amount (collectively, the “Payoff Items”), (i) the credit facility evidenced by the Existing Loan Documents will be deemed to be and shall be terminated and the Agent and the Lenders shall have no further obligations thereunder, (ii) all of the Loan Parties’ obligations to the Lenders and the Agent under the Existing Loan Documents shall be satisfied, in each case except for those indemnification and similar contingent obligations that by their terms expressly survive termination of the Existing Loan Documents and (iii) without limiting the

foregoing, all pledges, guarantees, control agreements, security interests, liens and other encumbrances granted to the Agent, on behalf of the respective Lenders, by the Loan Parties under all the Collateral Documents shall automatically be deemed to be and shall be terminated and released without any further action on the part of the Borrower or the Guarantors.

5. At the expense of the Borrower (it being understood and agreed that such expense may be in addition to the amounts included in the Total Payoff Amount), the Agent, on behalf of the Lenders, will promptly upon receipt of the Payoff Items execute and deliver to the Borrower or its designee any such lien releases, mortgage releases, discharges of security interests, pledges and guarantees and other similar discharge or release documents, all in form and substance reasonably satisfactory to the Agent (and, if applicable, in recordable form), as are reasonably requested and necessary to release, as of record, the security interests and all notices of security interests and liens previously filed by the Agent, on behalf of the Lenders, with respect to the Obligations and any other obligations owed by the Borrower to the Lenders under any of the Loan Documents. Upon the Agent's receipt of the Payoff Items, (i) the Agent, on behalf of the Lenders, hereby authorizes the Borrower, the Borrower's legal counsel or any designee of the Borrower to prepare and file all such UCC and other termination statements and related filings, as may be necessary to effectuate the provisions of the immediately preceding sentence, but only after the Agent has confirmed in writing (which confirmation shall be delivered as promptly as is practicable, and which delivery may be via electronic mail) its receipt of the Payoff Items in such form as provided on Exhibit A hereto, the Confirmation of Receipt of Full Payment of the Payoff Amount (the "Confirmation of Payment"), (ii) the Agent shall deliver to the Borrower (or to its legal counsel or designee) all instruments evidencing pledged debt and all equity certificates and the corresponding transfer powers and any other similar collateral previously delivered by the Borrower to the Agent in connection with the Existing Loan Documents, including, but not limited to, all equity certificates listed on Exhibit B attached hereto and (iii) to the extent recordation of any applicable discharge or release document cannot be done independently by the Borrower or the Borrower's legal counsel, the Agent will, at the expense of the Borrower (it being understood and agreed that such expense may be in addition to the amounts included in the Total Payoff Amount), promptly prepare and record such discharge or release document (which shall be in form and substance reasonably satisfactory to the Agent) in the appropriate jurisdiction including termination of (if any) control agreements, landlord waiver agreements and intellectual property filings made in the United States Trademark and Patent Office and the United States Copyright Office.

6. In addition, the Loan Parties agree that, as of the Payment Date, each Loan Party, releases the Agent and the Lenders, their respective legal counsel, their respective affiliates and subsidiaries, and their affiliates' and subsidiaries' respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Loan Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Agreement and the other Existing Loan Documents.

7. (a) The Loan Parties acknowledge and agree that the proposed corporate reorganization with respect to the Parent and its Subsidiaries, as described more fully on Exhibit C attached hereto, expected to occur prior to the Payment Date (the "Proposed Restructuring") is prohibited by Sections 8.20 and 8.22 of the Credit Agreement.

(b) At the Loan Parties' request, and notwithstanding any provisions of the Credit Agreement to the contrary, the Lenders hereby (i) consent, on a one-time basis, to the Proposed Restructuring and (ii) waive, on a one-time basis, the Events of Default under Section 9.01(b) of the Credit Agreement resulting from the Loan Parties' failure to comply with Sections 8.20 and 8.22 of the Credit Agreement; provided,

however, that as a condition to such consent and waiver the Loan Parties agree to deliver to the Agent copies of any corporate authority documents, resolutions, stock certificates or, as reasonably requested by the Agent, other documents reasonably prepared in connection with the Proposed Restructuring.

(c) The consent and waiver set forth in this paragraph 8 shall be effective only to the extent specifically set forth herein and shall not (a) be construed as a consent to or waiver of any breach or default other than to the extent specifically consented to or waived herein, (b) affect the right of the Lenders to demand compliance by the Loan Parties with all terms and conditions of the Credit Agreement which terms and conditions shall continue in full force and effect, except as specifically modified by this consent and waiver, (c) be deemed a consent to or waiver of any other transaction or future action on the part of the Loan Parties requiring the Lenders' consent or approval under the Credit Agreement, or (d) except as consented to or waived hereby, be deemed or construed to be a waiver or release of, or a limitation upon, the Lenders' exercise of any rights or remedies under the Credit Agreement or any other Loan Document, whether arising as a consequence of any Event of Default which may now exist or otherwise, all such rights and remedies hereby being expressly reserved.

This letter agreement (a) shall be governed by and construed and enforced in accordance with the laws of the State of New York, without reference to principles of conflicts of law, and (b) may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this letter agreement by facsimile or electronic "PDF" transmission shall be effective as delivery of a manually executed counterpart thereof. The provisions of this letter agreement shall survive the termination of the Existing Loan Documents. This letter agreement shall automatically terminate if the Payoff Items are not received on or prior to October 23, 2008.

[The remainder of this page is intentionally left blank.]

If this letter agreement correctly states our agreement, please so indicate by executing and returning a copy of this letter agreement to us.

Very truly yours,

LAMINAR DIRECT CAPITAL L.L.C.
(formerly known as Laminar Direct Capital L.P.),
as Agent

By: 
Robert Ladd
Authorized Signatory

TRF FINANCIAL SERVICES, LLC
PAYOFF LETTER

TRADEMARK
REEL: 003879 FRAME: 0467

Acknowledged and agreed as of the date set forth above:

BORROWER:

TRE FINANCIAL SERVICES, L.L.C.,
a Delaware limited liability company

By: Andrew J. Priest
Name: Andrew J. Priest
Title: Chief Executive Officer

GUARANTORS:

TRE FINANCIAL SERVICES HOLDINGS, LLC
a Delaware limited liability company

By: Andrew J. Priest
Name: Andrew J. Priest
Title: Chief Executive Officer

TRANDOTCOM SOLUTIONS, LLC
a Delaware limited liability company

By: _____
Name: Joseph J. Fitzpatrick
Title: Chief Executive Officer

TAX REFUND EXPRESS, INC.
(d/b/a Orrtax Software, d/b/a TRE Financial Services, Inc.)
a Nevada corporation

By: Andrew J. Priest
Name: Andrew J. Priest
Title: Chief Executive Officer

CUTS PERFORMANCE MARKETING, LLC
(formerly known as Credit Union Tax Services, LLC)
a Texas limited liability company

By: Andrew J. Priest
Name: Andrew J. Priest
Title: Chief Executive Officer

Acknowledged and agreed as of the date set forth above:

BORROWER:

TRE FINANCIAL SERVICES, L.L.C.,
a Delaware limited liability company

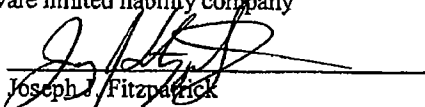
By: _____
Name: Andrew J. Priest
Title: Chief Executive Officer

GUARANTORS:

TRE FINANCIAL SERVICES HOLDINGS, LLC
a Delaware limited liability company

By: _____
Name: Andrew J. Priest
Title: Chief Executive Officer

TRANDOTCOM SOLUTIONS, LLC
a Delaware limited liability company

By: 
Name: Joseph J. Fitzpatrick
Title: Chief Executive Officer

TAX REFUND EXPRESS, INC.
(d/b/a Orrtax Software, d/b/a TRE Financial Services, Inc.)
a Nevada corporation

By: _____
Name: Andrew J. Priest
Title: Chief Executive Officer

CUTS PERFORMANCE MARKETING, LLC
(formerly known as Credit Union Tax Services, LLC)
a Texas limited liability company

By: _____
Name: Andrew J. Priest
Title: Chief Executive Officer

INTELLITAX SOFTWARE SOLUTIONS, INC.
(formerly known as Orrtax Software Solutions, Inc.)
a Washington corporation

By: Andrew J. Priest
Name: Andrew J. Priest
Title: Chief Executive Officer

ORRTAX INTANGIBLES, LLC
a Texas limited liability company

By: Andrew J. Priest
Name: Andrew J. Priest
Title: Chief Executive Officer

STL SOLUTIONS, LLC
(formerly known as TurboCash Lending, LLC)
a Texas limited liability company

By: Andrew J. Priest
Name: Andrew J. Priest
Title: Chief Executive Officer

REFUNDS TODAY, LLC
a Delaware limited liability company

By: _____
Name: Matthias Scheuing
Title: Chief Executive Officer

INTELLITAX SOFTWARE SOLUTIONS, INC.
(formerly known as Orrtax Software Solutions, Inc.)
a Washington corporation

By: _____
Name: Andrew J. Priest
Title: Chief Executive Officer

ORRTAX INTANGIBLES, LLC
a Texas limited liability company

By: _____
Name: Andrew J. Priest
Title: Chief Executive Officer

STL SOLUTIONS, LLC
(formerly known as TurboCash Lending, LLC)
a Texas limited liability company

By: _____
Name: Andrew J. Priest
Title: Chief Executive Officer

REFUNDS TODAY, LLC
a Delaware limited liability company

By: _____
Name: Mathias Scheuing
Title: Chief Executive Officer

Confirmation of Receipt of Full Payment of the Payoff Amount

October 23, 2008

By its signature below, the undersigned hereby confirms its receipt of full payment of the Total Payoff Amount on the Payment Date and releases its security interest in all of the collateral therefor as provided in our Payoff Letter, dated as of October 23 2008 (the "Payoff Letter"), to TRE Financial Services, LLC. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

LAMINAR DIRECT CAPITAL, L.L.C.

By: 

Name: Robert T. Ladd

Title: Authorized Signatory

CHAR11079977v2

TRADEMARK
REEL: 003879 FRAME: 0472

EXHIBIT B

Pledged Equity

1. 2,734,580 Voting Membership Units of TranDotCom Solutions, LLC issued to TRE Financial Services, LLC
2. 21,907 Common Shares of Credit Union Tax Services, LLC (now known as CUTS Performance Marketing, LLC) issued to TRE Financial Services, LLC
3. 14,637,602 shares of the common stock of Tax Refund Express, Inc. issued to TRE Financial Services, LLC
4. 5,015,902 shares of the common stock of Intellitax Software Solutions, Inc. issued to Tax Refund Express, Inc.
5. 18,973 units of STL Solutions, LLC issued to TRE Financial Services, LLC

EXHIBIT C

Description of Proposed Restructuring

- The purchase by TRE Financial Services, LLC of the 30,000 Common Shares of Refunds Today, LLC held by Refunds Today, Inc. Immediately following the purchase, Refunds Today, LLC will be a wholly owned subsidiary of TRE Financial Services, LLC.
- The distribution by TRE Financial Services, LLC of its interests in Tax Refund Express, Inc., CUTS Performance Marketing, LLC (formerly known as Credit Union Tax Services, LLC), STL Solutions, LLC and TranDotCom Solutions, LLC to its sole member, TRE Financial Services Holdings, LLC, and the amendment of the organizational documents of each of CUTS Performance Marketing, LLC, STL Solutions, LLC and TranDotCom Solutions, LLC to reflect TRE Financial Services Holdings, LLC as the managing member.