

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
TMIRS Enterprises, Ltd		04/06/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	TaxMasters, Inc.		
Street Address:	900 Town and Country Lane Suite 400		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3589694	TAX MASTERS WE SOLVE YOUR TAX PROBLEMS	
CORRESPONDENCE DATA			
Fax Number:	(713)463-2994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	281-760-4757		
Email:	catalina.liang@txmstr.com		
Correspondent Name:	Catalina Liang		
Address Line 1:	900 Town and Country Lane Suite 400		
Address Line 4:	Houston, TEXAS 77024		
NAME OF SUBMITTER:		Catalina Liang	
Signature:		/catalina liang/	
Date:		08/18/2009	
Total Attachments: 5			

OP \$40.00 3589694

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Section 351.

TRANSFER TO CORPORATION CONTROLLED BY TRANSFEROR

SECTION 351 CONTRIBUTION AGREEMENT

THIS SECTION 351 CONTRIBUTION AGREEMENT, made as of this 6th day of April, 2009 by and between:

TAXMASTERS, INC., a Nevada corporation having its registered office located at 377 S. Nevada Street, Carson City, Nevada 89703 (hereinafter "COMPANY")

AND

TMIRS ENTERPRISES, Ltd., a limited partnership formed under the laws of the State of Texas, with TM GP SERVICES, LLC, a limited liability company organized under the laws of the State of Texas as the General Partner, which General Partner has its principal place of business at 900 Town & Country Lane, Suite 400, Houston, Texas 77024 (hereinafter "CONTRIBUTOR")

WITNESSETH THAT:

WHEREAS, COMPANY has been organized by the CONTRIBUTOR for the purpose of restructuring itself as a corporation with a view to increasing its flexibility as to future organizational, structural and business opportunities and with a view to accomodating anticipated growth;

WHEREAS, prior to the incorporation of the COMPANY, the CONTRIBUTOR has been engaged in the rendering of services to persons and entities having liabilities to the Internal Revenue Service, and the CONTRIBUTOR desires to contribute to the COMPANY all of the business and business assets owned by the CONTRIBUTOR, including, but not limited to, the name, logo, other identifying names or symbols, service marks, the business concept, the business plan, all other intangible assets including but not limited to software, files, customers, customer data, leads, cash and accounts receivable, and all tangible assets including but not limited to office furniture and equipment, computers and peripheral equipment, printers, copiers, and books and manuals including training manuals and procedural manuals;

WHEREAS, the parties have negotiated a contribution of the business assets, reaching certain understandings, and desire a written agreement to formalize and evidence those understandings;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties have agreed as follows:

1. CONTRIBUTOR hereby contributes and transfers, on the terms and conditions of this Agreement, and COMPANY hereby accepts the contribution and transfer, on the terms and conditions of this Agreement, the business and business assets as defined in Paragraph 6 below.
2. The contribution and transfer shall be effective upon the execution of this Agreement by the

parties. Any documents executed pursuant to the requirements of Paragraph 11 shall be deemed confirmatory of the transfer(s) rather than the effectuating document(s).

3. In full and complete consideration for the contribution by CONTRIBUTOR, COMPANY hereby agrees to issue to CONTRIBUTOR 100,000 shares of its Common Stock. COMPANY represents and warrants to CONTRIBUTOR that following the issuance of such 100,000 shares, which will be all of the shares of capital stock issued and outstanding, CONTRIBUTOR will own 100% of the issued and outstanding Common Stock and will be "in control" of COMPANY within the requirements of Section 351 of the Internal Revenue Code.

4. This Contribution Agreement is intended to provide for a tax-free exchange between the CONTRIBUTOR and COMPANY under Section 351 of the Internal Revenue Code and shall be construed to accomplish that result. Furthermore, this Contribution Agreement is intended to be a so-called "Assets-Over" transaction under Section 351 and shall be construed to accomplish that result. The parties agree to execute such reformations, amendments, and collateral documents as may be necessary or desirable to effectuate this Section 351 intention.

5. CONTRIBUTOR acknowledges that the 100,000 shares of COMPANY's Common Stock are restricted as to further transfer and that its holding period, for both IRS and SEC purposes, commences with the date of this 351 Contribution Agreement which shall be deemed to be the date of the issuance of the shares to it. CONTRIBUTOR represents and warrants that it is taking such shares for investment purposes and not with a view to distribution. CONTRIBUTOR agrees that the certificates for such shares shall bear a restrictive legend on the face thereof and that COMPANY shall issue "Stop Transfer" instructions to its transfer agent with respect to such certificates.

6. (A) In full and complete consideration for the issuance to it of the 100,000 shares of Common Stock, CONTRIBUTOR hereby contributes to COMPANY and hereby transfers to COMPANY all of CONTRIBUTOR's right, title and interest in and to the following business assets:

(a) the business plan, concept and operations of CONTRIBUTOR and the proprietary business conducted under the name "TaxMasters" together with the research and development relating to the business plan, concept and operating procedures;

(b) the logo and service mark, together with all potential additional trademarks and service marks, and the web site address(es) (URL or URL's);

(c) the training manuals, the procedural manuals, all other written procedures and operational instructions, including the unregistered copyrights and all common law rights in and to such intellectual property;

(d) all intangible assets of the business, whether or not capitalized and/or amortized, including but not limited to intellectual property, copyrightable and patentable assets of whatever nature, software, files, customers (including contracts with customers and all legal rights pertaining thereto), customer data, customer leads, customer acquisitions in process, IRS negotiations in process, cash and accounts receivable;

(e) all tangible assets including but not limited to leasehold interests and leasehold

improvements and fixtures, office furniture and equipment, computers and peripheral equipment, printers, copiers, employee desks, chairs and desk paraphernalia including tax-related reference books and manuals;

(f) all customer leads, all customers, all customers in the process of contracting, together with all files, records and data pertaining to such, and including all potential customers resulting from advertising and public relations programs in process as of the date of the contribution;

(g) all files, whether paper or electronic, all financial data and records, and all other information and data assets relating specifically to the business of COMPANY and the other assets being transferred and the business plan and concept; and

(h) all other assets, whether tangible, intangible or mixed owned by CONTRIBUTOR and/or, used in the business contributed by CONTRIBUTOR;

to have and to hold the same unto the COMPANY, its successors and assigns forever. CONTRIBUTOR, for itself, its successors and assigns covenants and agrees with the COMPANY to warrant and defend title to the property hereby transferred to the COMPANY, its successors and assigns against all and every person and persons whomsoever.

(B) CONTRIBUTOR shall deliver to COMPANY all files and documents, including all records and plans pertaining to the business concept and the business plan; all software and data bases, contracts, contracts under negotiation, and all memoranda, correspondence, etc. pertaining to the business, business plan and concept and business assets being transferred.

7. CONTRIBUTOR, for itself, its successors and assigns, warrants and represents to COMPANY that the title to the business assets contributed and transferred is good, its transfer is rightful, and the business assets are being transferred free and clear of any lien, encumbrance or security interest and free of any claim, charge, debt or liability.

8. This Agreement may not be terminated, amended, or otherwise changed except by a written agreement signed by all of the parties to be charged with respect thereto. If any covenant, condition, term or provision of this Agreement is illegal, or if the application thereof to any person or in any circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, condition, term, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Since the situs of the assets and business being transferred is in Texas, this Agreement shall be construed and enforced in accordance with, and governed by, Texas law in existence on the date of this Agreement.

10. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement.

11. CONTRIBUTOR shall execute and deliver such further conveyances, assignments, bills of sale, warranties of title, investment letters and other instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

12. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the respective parties hereto.

13. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the address shown at the head of this Agreement or such alternative address as a party may provide to the other parties hereto.

14. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.

IN CONSIDERATION THEREOF, intending to be legally bound, the parties have executed this Agreement to be effective as of April 6, 2009:

TAXMASTERS, INC.

ATTEST:

By: 

President

Secretary

TMIRS ENTERPRISES, Ltd.

By TM GP SERVICES, LLC, General Partner

By: 

Authorized Manager/Member/Officer