

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
Chauncey F. Hutter, Inc.		01/29/2010	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	PRO-TAX USA, LLC		
Street Address:	935 2nd St SE		
Internal Address:	Suite B		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22911		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1857855	PRO-TAX	
Registration Number:	1910356	PRO-TAX QUICK REFUNDS\$	
Registration Number:	3263907	LIGHTNING REFUND	
Registration Number:	3173009	TELL A FRIEND	
Registration Number:	3369322	WORRY FREE GUARANTEE	
CORRESPONDENCE DATA			
Fax Number:	(703)842-6154		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	434-980-6606		
Email:	jmp@piplo.com		
Correspondent Name:	Sheldon H. Parker, Esq/		
Address Line 1:	536 Pantops Center #234		
Address Line 4:	Charlottesville, VIRGINIA 22911		
ATTORNEY DOCKET NUMBER:	PROTAX		

OP \$140.00 1857855

900154111

TRADEMARK
REEL: 004145 FRAME: 0480

NAME OF SUBMITTER:	Sheldon H. Parker
Signature:	//Sheldon H. Parker//
Date:	02/05/2010
Total Attachments: 4 source=Executed assignment#page1.tif source=Executed assignment#page2.tif source=Executed assignment#page3.tif source=Executed assignment#page4.tif	

ASSIGNMENT OF TRADEMARK

This agreement entered this 29th day of January 2010 between Chauncey F. Hutter, Inc., a Virginia Corporation, having a place of business at 935 Second Street, Charlottesville, VA , herein referred to as "Assignor", and PRO-TAX USA, LLC., a Virginia Limited Liability Company, of 935 2nd St. SE, Suite B, Charlottesville, VA, herein referred to as "Assignee".

1. Summary

- 1.1 That Assignor is the owner of the Trademarks, Service Marks and Trade Dress (hereinafter collectively "Marks"), as set forth in the attached Addendum I, and the goodwill of the services and products bearing the Marks and for which they are registered (the "Goodwill").
- 1.2 The Assignor desires to convey, transfer, assign and deliver to the Assignee all of its right, title and interest in and to the Marks and the related Goodwill.

2 Assignment

In consideration for the Agreements made below, the parties agree as follows:

- 2.1. The Assignor hereby conveys, transfers, assigns and delivers to the Assignee all of its right, title and interest to the Marks together with
 - (1) the Goodwill;
 - (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Marks, including damages and payments for past or future infringements and misappropriations of the Marks; and
 - (3) (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

- 2.2 Assignor warrants that no share, interest, Assignment or other right to the Marks has been previously transferred, assigned or granted to any party.
- 2.3 The Assignor further conveys, transfers, assigns, delivers and contributes to the Assignee all rights in the labels, branding, web pages, designs and other materials associated with the Marks.
- 2.4 The Assignor further agrees to execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title and interest in the Marks.

3. General Provisions

- 3.1 *Effect on Heirs & Successors.* This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.
- 3.2 *Waiver, Amendment, Modification.* No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provisions of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.
- 3.3 *Severability.* If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly

understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

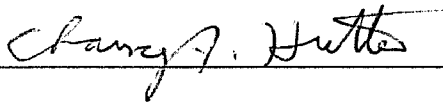
3.4 *Governing Law.* This Assignment shall be governed by the laws of the State of Virginia applicable to Assignments made and performed in Virginia by Virginia residents.

Understood, Agreed and Accepted.

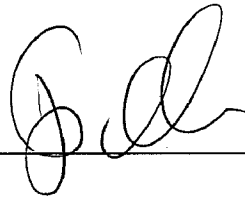
We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the Effective Date first written above.

Assignor: Chauncey F. Hutter, Inc

Assignee: PRO-TAX USA, LLC



Chauncey F. Hutter



CHAIRMAN OF BOARD

Title

Vice President

Title

Addendum I

Mark	Registration Number	Registration Date
PRO-TAX	1,857,855	October 11, 1994
PRO-TAX Quick Refunds	1,910,356	August 8, 1995
Lightning Refund	3,263,907	July 17, 2007
Tell A Friend	3,173,009	November 21, 2005
Worry Free Guarantee	3,369,322	January 15, 2008