

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tax Compliance, Inc.		12/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
<b>Street Address:</b>	ONE MADISON AVENUE		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3625145	PTMS	
Registration Number:	3314638	LICENSEHQ	
Registration Number:	2432746	PTS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)822-5137		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 530-5000		
Email:	wmcnamara@milbank.com		
Correspondent Name:	William J. McNamara		
Address Line 1:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 2:	1 Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28302-48200		
NAME OF SUBMITTER:	William J. McNamara		

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**TRADEMARK**  
 REEL: 004436 FRAME: 0038

Signature:	/William J. McNamara/
Date:	12/17/2010
<b>Total Attachments: 7</b> source=MLM - Trademark Security Agreement (executed)#page1.tif source=MLM - Trademark Security Agreement (executed)#page2.tif source=MLM - Trademark Security Agreement (executed)#page3.tif source=MLM - Trademark Security Agreement (executed)#page4.tif source=MLM - Trademark Security Agreement (executed)#page5.tif source=MLM - Trademark Security Agreement (executed)#page6.tif source=MLM - Trademark Security Agreement (executed)#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of December 1, 2010 is made by Corptax, Inc., a Delaware corporation (“Corptax”) and Tax Compliance, Inc., a Delaware corporation (“TCI” and, together with Corptax, the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch, as Administrative Agent for the Secured Parties (the “Administrative Agent”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below) and the Security Agreement (as defined below).

WHEREAS, the MLM Holdings, Inc., a Delaware corporation has entered into a Credit Agreement dated as of December 1, 2010 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), with MLM Information Services Holdings, Inc., a Delaware corporation, Credit Suisse AG, Cayman Islands Branch, as the L/C Issuer, Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the performance of the Secured Cash Management Obligations, each Grantor has executed and delivered that certain Security Agreement dated as of December 1, 2010 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent a security interest in, among other property, certain Trademark Collateral (as defined below) of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. As part of the security for the payment or performance, as the case may be, of the Obligations, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor’s right, title and interest in and to the following (all of the following being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising:

- (i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, and all common-law rights relating

thereto, together, in each case, with the goodwill of the business symbolized thereby;

(ii) all registrations and applications for registration for any of the foregoing, together with all extensions and renewals thereof, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, misuse, or violation with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto; and

(v) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any application for registration of a trademark filed with the U.S. Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the U.S. Patent and Trademark Office, at which time such trademark shall cease to be Excluded Property.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement and the Security Agreement, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, any of the Trademark Collateral.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent, for the ratable benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or

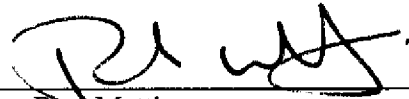
conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CORPTAX, INC.,**

by

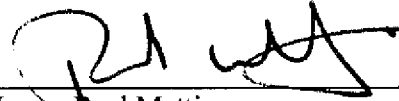


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Name: Paul Mattison

Title: Vice President, Managing Director  
and Treasurer

**TAX COMPLIANCE, INC.,**

by



Name: Raul Mattison

Title: President, Chief Financial Officer  
and Treasurer

## TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Jurisdiction	(App. No.)/Reg. No.	(App. Date)/Reg. Date
CorpTax, Inc.	CORPTAX	U.S.	(78232464) #2823399	4/1/2003 3/16/2004
CorpTax, Inc.	CORPTAX WorkSpace	U.S.	(77171061) #3765558	5/2/2007 3/23/2010
CorpTax, Inc.	Zero Day Close	U.S.	(77172081) #3801508	5/3/2007 6/15/2010
CorpTax, Inc.	CORPINTERNATIONAL	U.S.	(78331635) #2908688	11/21/2003 12/7/2004
CorpTax, Inc.	CORP A.D.S.	U.S.	(78296685) #2910783	9/5/2003 12/14/2004
CorpTax, Inc.	Transfer Pricing Blueprint	U.S.	(76083400) #2800697	7/6/2000 12/30/2003
CorpTax, Inc.	CORPSALES	U.S.	(78296680) #2879573	9/5/2003 8/31/2004
CorpTax, Inc.	Transfer Pricing Architect	U.S.	(76083401) #2786864	7/6/2000 11/25/2003
CorpTax, Inc.	CORPTAX Office	U.S.	(7789826) #3843356	12/21/2009 8/31/2010
CorpTax, Inc.	Tax ERP	U.S.	(77239671) #3848157	7/26/2007 9/14/2010



CorpTax, Inc.	CORPTAX ERP	U.S.	(85066319)	6/18/2010
CorpTax, Inc.	CORPTAX ENTITY MANAGEMENT	U.S.	(85070652)	6/24/2010
Tax Compliance, Inc.	PTMS	U.S.	(77130718) #3625145	3/14/2007 5/26/2009
Tax Compliance, Inc.	LicenseHQ	U.S.	(78896744) #3314638	5/31/2006 10/16/2007
Tax Compliance, Inc.	PTS	U.S.	(75633534) #2432746	2/4/1999 3/6/2001

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