

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kavoussi & Associates		04/14/2010	SOLE PROPRIETORSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Appraisal & Collection Technologies, LLC		
<b>Street Address:</b>	2700 Via Fortuna Drive		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78743		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3316499	TRUTH-IN-TAXATION (TNT)	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5803		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(713) 758-1105		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street		
<b>Address Line 2:</b>	2500 First City Tower		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>ATTORNEY DOCKET NUMBER:</b>	LIN816/67000		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		
<b>Signature:</b>	/wsb/		

**CH \$40.00 3316499**

Date:

04/04/2011

**Total Attachments: 4**

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## AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

This AGREEMENT is made this 14th day of April ("Effective Date"), by and between Rostam M. Kavoussi doing business as Kavoussi & Associates and having its business address at 711 Navarro Street, Suite 309, San Antonio, Texas 78205 (hereinafter called ("Seller/Assignor") and Appraisal & Collection Technologies, LLC (hereinafter called "Purchaser/Assignee").

WHEREAS, Seller/Assignor has prepared, written, created, or developed and is the sole and exclusive owner of certain materials or works in a software program entitled "Truth in Taxation Software," in full compliance with all applicable laws and regulations as they existed on September 1, 2009, and identified as follows (hereinafter called the "Work"):

U.S. Copyright Registration No. TXu 1-334-196  
Registration Date: January 16, 2007  
Title: Truth in Taxation Software 2003

WHEREAS, Seller/Assignor owns all right, title and interest in the trademark TRUTH-IN-TAXATION (TNT), U.S. Trademark Registration No. 3,316,499, issued October 23, 2007 ("Trademark");

WHEREAS, Seller/Assignor has sold the Truth in Taxation Software to taxing entities in Texas for the past nineteen years and has accumulated valuable market information and business good will ("Customer List" and "Goodwill");

WHEREAS, Seller/Assignor has registered and owns certain rights in and to two (2) domain names ([www.truth-in-taxation-tnt.com](http://www.truth-in-taxation-tnt.com) and [www.tnt-truth-in-taxation.com](http://www.tnt-truth-in-taxation.com)) and certain property rights associated thereto ("Domain Names") (Work, Trademark, Customer List, Goodwill, and Domain Names collectively referred to as the "Property");

WHEREAS, Seller/Assignor desires to transfer entire ownership of all rights in the Property to Purchaser/Assignee; and

WHEREAS, Purchaser/Assignee desires to accept this transfer of ownership of all rights in the Property from Seller/Assignor;

NOW THEREFORE, in consideration of the covenants and conditions contained herein exchanged between the Parties, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

(1) In consideration of the payment of \$ 300,000 ("Purchase Price"), (payable in five (5) equal installments of \$ 60,000 each, with the first installment due within 3 days of the execution of this Agreement by all parties hereto and the remaining four (4) installments due on that same date annually in each of the four succeeding years), Seller/Assignor hereby grants, transfers, assigns, and conveys to Purchaser/Assignee, its successors and assigns, the entire title, right, interest, ownership and all subsidiary rights in and to the Customer List, Goodwill of the business,

Trademark, the Domain Names, and the Work, including any existing rights at the time of execution of this Agreement but not limited to the right to secure additional copyright registration therein and to any resulting registration in Purchaser/Assignee's name as claimant, and the right to secure renewals, reissues, and extensions of any such present or future copyright or copyright registration related to the Work in the United States of America or any foreign country. The parties agree to allocate the Purchase Price in accordance with Exhibit "A", attached hereto and incorporated herein.

(2) Whether the copyright in the Work shall be preserved and maintained or registered in the United States of America or any foreign country shall be at the sole discretion of Purchaser/Assignee.

(3) Seller/Assignor hereby confirms, upon execution of this Agreement, that Purchaser/Assignee and its successors and assigns, own the entire title, right, and interest in the Customer List, Goodwill of the business, Trademark, the Domain Names (as indicated above), and the Work, including the right to reproduce, prepare derivative works based upon the copyright in the Work, distribute by sale, rental, lease, lending or by other transfer of ownership; to perform publicly, and to display, whether or not the Work constitutes a "work made for hire," if applicable, as defined in 17 U.S.C. Section 201(b).

(4) Seller/Assignor agrees that no rights in the Property are retained by Seller/Assignor, that Seller/Assignor will refrain from any further marketing of the Property, for sale, licensing or use by third parties, and that all proceeds of the licensing or use of the Property by third parties, received by Seller/Assignor, after the date of this Agreement, are the property of the Purchaser/Assignee.

(5) The Parties further agree that Seller/Assignor will have no liability to Purchaser/Assignee or to third parties, for any damage caused by changes or alterations of the Work, if such changes or alterations were not made by the Seller/Assignor and are made after the date of the execution of this Agreement.

(6) Seller/Assignor agrees to take all actions and cooperate as is necessary to protect the copyright and copyrightability of the Work and further agrees to execute any documents that might be necessary to protect and/or perfect Purchaser/Assignee's ownership of copyrights in the Work and registration thereof, the Trademark, and the Domain Names, including authorizing the change of registered ownership thereof.

(7) All terms of this Agreement are applicable to any portion or part of the Work, as well as the Work in its entirety.

(8) Beginning after the Effective Date of this Agreement and ending June 30, 2011, upon request from Purchaser/Assignee, Rostam M. Kavoussi may provide consulting services to Purchaser/Assignee for further development and/or enhancement of the Work. The fee for such consulting services will be \$250 per hour until December 31, 2010. Beginning on January 1, 2011 and continuing thereafter, the fee for such consulting services will be \$350 per hour. Any

consulting services that may be required by Purchaser/Assignee from Blair K. Riley will be directly negotiated between Purchaser/Assignee and Blair K. Riley.

(9) The foregoing provisions notwithstanding, to the extent that Seller/Assignor may be held liable to Purchaser/Assignee, its customers, or any third party under any legal theory by a court of competent jurisdiction, under no circumstances shall Seller/Assignor's liability exceed the amount of the Purchase Price paid by Purchaser/Assignee under this Agreement.

(10) This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior oral or written agreement or understanding between the parties.

(11) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, assigns, representatives, and beneficiaries.

(12) This Agreement is made and performable in Bexar County, Texas, and shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF and intended to be legally bound by, the parties have hereunder set their hands, the day and first year written above.

Seller/Assignor

Rostam M. Kavoussi  
Rostam M. Kavoussi dba Kavoussi & Associates

Purchaser/Assignee

Appraisal & Collection Technologies, LLC

By: Clayton D. Dwyer

Title: Partner & Managing Director  
Linburg & Gossman Blair & Simpson LLP

RECEIPT OF FIRST INSTALLMENT OF PURCHASE PRICE ACKNOWLEDGED BY:

SELLER/ASSIGNOR Rostam M. Kavoussi, on the 15th day of April, 2010.

Exhibit "A"

Purchase Price Allocation

NOTE: The allocation methodology reflects the requirements of Section 1060 of the Code and the U.S. Treasury regulations promulgated thereunder.

Allocation by Asset Class

Customer List/Goodwill of Business	\$ 150,000
Computer Software (Work)	\$ 75,000
Domain Name	\$ 75,000