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
AuditWatch, Inc.		11/14/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Thomson Professional & Regulatory Inc.	
Street Address:	2395 Midway Road	
City:	Carrollton	
State/Country:	TEXAS	
Postal Code:	75006-2521	
Entity Type:	CORPORATION: TEXAS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3213410	AUDITWATCH
Registration Number:	3055140	AUDITWATCH

CORRESPONDENCE DATA

Fax Number: (203)539-7774

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 646-223-4272

Email: donna.lavardera@thomsonreuters.com

Correspondent Name: Donna M. LaVardera
Address Line 1: One Station Place

Address Line 4: Stamford, CONNECTICUT 06902

NAME OF SUBMITTER:	Donna M. LaVardera
Signature:	/DML/
Date:	06/29/2011

Total Attachments: 3

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> TRADEMARK REEL: 004572 FRAME: 0106

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 14th day of November, 2007 by and between AuditWatch, Inc., a Virginia corporation having a place of business at 1801 Old Reston Avenue, Suite 301, Reston, Virginia 20190 ("Assignor"), and Thomson Tax and Accounting, a division of Thomson Professional & Regulatory Inc., a Texas corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations set forth on Schedule A hereto (the "<u>Trademarks</u>"); and

WHEREAS, Assignee is acquiring the entire business to which the Trademarks pertain and desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns to assignee all of Assignor's right, title and interest in and to the Trademarks, including the registrations therefor as identified in Exhibit A, and all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby. This assignment includes the right to sue and recover damages for past and future infringements and to bring any action or proceeding in connection with the Trademarks in the U.S. Patent and Trademark Office or other tribunal of competent jurisdiction.
- 2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take such actions and execute all documents as are reasonably necessary or desirable to perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

TRADEMARK REEL: 004572 FRAME: 0107 IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above.

AuditWatch, Inc.

Name: Joseph "Bo" Vi

Title: President

STATE OF Virginia } ss
COUNTY OF Fair fax }

On this May of November, 2007, before me personally appeared Joseph "Bo" Fitzpatrick to me personally known, who, being duly sworn, did say that he is the President of AuditWatch, Inc.. and that he duly executed the foregoing instrument for and on behalf of AuditWatch, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Elise R. Dodson Notary Public Commonwealth of Virginia ID - 299556 My Commission Expires August 31, 2009

SCHEDULE A

Mark Reg. No.

AUDITWATCH 3,213,410

AuditWatch and design 3,055,140

TRADEMARK REEL: 004572 FRAME: 0109

RECORDED: 06/29/2011