

**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>
Speedtax, Inc.		07/26/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CCH Incorporated		
<b>Street Address:</b>	2700 Lake Cook Road		
<b>City:</b>	Riverwoods		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60015-3867		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77381077	SPEEDTAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)321-4299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-321-4200		
<b>Email:</b>	officeactions@brinkshofer.com		
<b>Correspondent Name:</b>	Andrew J. Avsec		
<b>Address Line 1:</b>	P. O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>ATTORNEY DOCKET NUMBER:</b>	14027/SPEEDTAX		
<b>NAME OF SUBMITTER:</b>	Andrew J. Avsec		
<b>Signature:</b>	/Andrew J. Avsec/		
<b>Date:</b>	08/04/2011		

CH \$40.00 77381077

**Total Attachments: 7**

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “Agreement”) is entered into as of July 26, 2011 (the “Effective Date”), by and between Speedtax, Inc., a California corporation having an address of 25201 Paseo De Alicia, Suite 120, Laguna Hills, California 92653 (“Assignor”) and CCH Incorporated, a Delaware corporation having an address of c/o Wolters Kluwer United States Inc., 2700 Lake Cook Road, Riverwoods, IL 60015-3867 (“Assignee”).

Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the “Asset Purchase Agreement”), including the trademarks and service marks listed in Exhibit A (the “Marks”) and the domain names listed in Exhibit B (the “Domain Names”); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s (a) right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; (b) right, title, and interest in and to the Domain Names; and (c) rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at Assignee’s sole cost and expense, all reasonable acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers

of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's sole cost and expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

**3. GENERAL**

3.1 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois applicable to contracts made and performed entirely in Illinois, without references to the conflicts of law rules of such State.

3.2 Consent to Jurisdiction. Any Legal Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be brought in any court sitting in Cook County in the State of Illinois, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding or action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the proceeding or action shall be heard and determined only in any such court, and agrees not to bring any proceeding or action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party hereto to serve process in any manner permitted by Law or to commence Legal Proceedings or otherwise proceed against any other party hereto in any other jurisdiction, in each case, to enforce judgments obtained in any action, suit or proceeding brought pursuant to this Section 3.2.

3.3 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

3.4 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.5 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

3.6 Liability. Assignee acknowledges that this Agreement is a Seller Document under the Asset Purchase Agreement, and Assignor's maximum cumulative liability arising out of or related to this Agreement and the Asset Purchase Agreement shall be limited to Assignor's applicable liability under the Asset Purchase Agreement.

3.7 Entire Agreement. This Agreement, the Asset Purchase Agreement, the Seller Documents, the Buyer Documents and the Principal Documents (as defined in the Asset Purchase Agreement) constitute the entire agreement among the parties to this Agreement with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail. Any term not defined in this Agreement will have the same definition as the definition for such term given in the Asset Purchase Agreement.

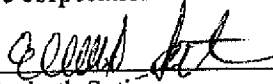
[Signature Page Follows]

**EXECUTION COPY**

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignee"**

CCH Incorporated,  
a Delaware corporation

By: 

Name: Elizabeth Satin

Title: Senior Vice President  
Head of Mergers and Acquisitions,  
North America

**"Assignor"**

Speedtax, Inc.,  
a California corporation

By: \_\_\_\_\_

Name: Anton Donde

Title: Chief Executive Officer

TRADEMARK AND DOMAIN NAME ASSIGNMENT

**TRADEMARK**  
**REEL: 004597 FRAME: 0859**

EXECUTION COPY

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"

CCH Incorporated,  
a Delaware corporation

By: \_\_\_\_\_

Name: Elizabeth Satin

Title: Senior Vice President  
Head of Mergers and Acquisitions,  
North America

"Assignor"

Speedtax, Inc.,  
a California corporation

By: \_\_\_\_\_

Name: Anton Donde

Title: Chief Executive Officer

TRADEMARK AND DOMAIN NAME ASSIGNMENT

Exhibit A  
Marks

Country	Application/ Serial No.	Registration No.	Mark
U.S.	77/381,077	3,636,197	SPEEDTAX



**Exhibit B**  
**Domain Names**

SALESTAXQUESTIONNAIRE.COM

SALESTAXRATEFINDER.COM

ALLABOUTSALESTAX.COM

SALESTAXSOFTWAREGUIDE.COM

SALESTAXAUDITRISK.COM

SALESTAXRADAR.COM

SPEEDTAX.COM

SPEEDTAX.NET

MYSPEEDTAX.COM