

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jackson Hewitt Inc.		08/16/2011	CORPORATION: VIRGINIA
Tax Services of America, Inc.		08/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1501580	JACKSON HEWITT TAX SERVICE	
Registration Number:	2138700	JACKSON HEWITT	
Registration Number:	2930971	DEDUCTIONS@WORK	
Registration Number:	3543642	FLEX PAY	
Registration Number:	2602863	GET MORE IN RETURN	
Registration Number:	2710122	GOLD GUARANTEE	
Registration Number:	2979534	IPOWER	
Registration Number:	2485397	PROFILER	
Registration Number:	2205113	REFER A FRIEND	
Registration Number:	3724802	A PARTNER AND A PATH	
Registration Number:	2683355	JACKSON HEWITT TAX SERVICE	
Registration Number:	3280357	JACKSON HEWITT TAX SERVICE	
Registration Number:	3415828	IPOWER	

TRADEMARK

900201571

REEL: 004618 FRAME: 0585

CH \$490.00 1501580

Registration Number:	3935309	GET EVERY DOLLAR YOU DESERVE
Registration Number:	3938732	OBTENGA CADA DOLAR QUE LE CORRESPONDA
Registration Number:	1596740	SUPERFAST REFUND
Registration Number:	1887410	AX YOUR TAX
Registration Number:	1875522	
Registration Number:	1927058	HOLLAND INCOME TAX

#### CORRESPONDENCE DATA

Fax Number: (212)822-5137

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

Phone: 2125305000

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:	40790.00000
-------------------------	-------------

NAME OF SUBMITTER:	William J. McNamara
--------------------	---------------------

Signature:	/William J. McNamara/
------------	-----------------------

Date:	09/07/2011
-------	------------

#### Total Attachments: 4

source=Grant of Second Lien Security Interest in Trademarks and Patents (term) EXECUTED (2)#page1.tif

source=Grant of Second Lien Security Interest in Trademarks and Patents (term) EXECUTED (2)#page2.tif

source=Grant of Second Lien Security Interest in Trademarks and Patents (term) EXECUTED (2)#page3.tif

source=Grant of Second Lien Security Interest in Trademarks and Patents (term) EXECUTED (2)#page4.tif

**EXECUTION VERSION**

**GRANT OF SECOND LIEN SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

**WHEREAS**, JACKSON HEWITT INC. and TAX SERVICES OF AMERICA, INC. (the “Pledgors”) are the owners of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the “Trademarks”) and are the owners of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “Patents”); and

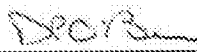
**WHEREAS**, the Pledgors have entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”), dated as of August 16, 2011, in which the Pledgors have agreed with Citibank, N.A., as Collateral Agent (the “Collateral Agent”), with offices at 388 Greenwich Street, 14th Floor, New York, NY 10013, to execute this Grant of Second Lien Security Interest in Patents and Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgors do hereby grant, pledge, assign and deliver to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a Lien (as defined in the Security Agreement) upon and security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with any and all proceeds thereof (as defined in the Security Agreement) and the goodwill of the businesses associated therewith or symbolized by the Trademarks. Notwithstanding the foregoing, in no event shall the Lien and security interest granted herein attach to any applications for Trademarks filed in the United States Patent and Trademark Office (the “PTO”) pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d). This Grant of Second Lien Security Interest in Patents and Trademarks has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant of Second Lien Security Interest in Patents and Trademarks are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.


The provisions of Section 8.8 of the Security Agreement regarding governing law, submission to jurisdiction, waiver of venue and service of process and Section 8.9 of the Security Agreement regarding waiver of jury trial are incorporated herein by reference as though specifically set forth herein.

This Grant of Second Lien Security Interest in Patents and Trademarks is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and in the event of any conflict between this Grant of Second Lien Security Interest in Patents and Trademarks and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

**JACKSON HEWITT INC.**

By:   
Name: Daniel P. O'Brien  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

**TAX SERVICES OF AMERICA, INC.**

By:   
Name: Daniel P. O'Brien  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

Schedule A

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Mark</b>	<b>Application or Registration No.</b>	<b>Country</b>	<b>Issue or Filing Date</b>
Jackson Hewitt Inc.	Jackson Hewitt Tax Service	1501580	USA	August 23, 1988
Jackson Hewitt Inc.	Jackson Hewitt	2138700	USA	February 24, 1998
Jackson Hewitt Inc.	Deductions@Work	2930971	USA	March 8, 2005
Jackson Hewitt Inc.	Flex Pay	3543642	USA	December 9, 2008
Jackson Hewitt Inc.	Get More In Return	2602863	USA	July 30, 2002
Jackson Hewitt Inc.	Gold Guarantee	2710122	USA	April 22, 2003
Jackson Hewitt Inc.	ipower	2979534	USA	July 26, 2005
Jackson Hewitt Inc.	ProFiler	2485397	USA	September 4, 2001
Jackson Hewitt Inc.	Refer A Friend	2205113	USA	November 24, 1998
Jackson Hewitt Inc.	A Partner and a Path	3724802	USA	December 15, 2009
Jackson Hewitt Inc.	Jackson Hewitt Tax Service (and Design)	2683355	USA	February 24, 2003
Jackson Hewitt Inc.	Jackson Hewitt Tax Service (and Design)	3280357	USA	August 14, 2007
Jackson Hewitt Inc.	ipower (and Design)	3415828	USA	April 22, 2008
Jackson Hewitt Inc.	Get Every Dollar You Deserve	3935309	USA	March 22, 2011
Jackson Hewitt Inc.	Obtenga Cada Dolar Que Le Corresponda	3938732	USA	March 29, 2011
Jackson Hewitt Inc.	SUPERFAST	1596740	USA	May 15, 1990

<b>Owner</b>	<b>Mark</b>	<b>Application or Registration No.</b>	<b>Country</b>	<b>Issue or Filing Date</b>
	REFUND (and Design)			
Tax Services of America, Inc.	Ax Your Tax	1887410	USA	April 4, 1995
Tax Services of America, Inc.	Miscellaneous Design (to Ax Your Tax)	1875522	USA	January 24, 1995
Tax Services of America, Inc.	Holland Income Tax	1927058	USA	October 17, 1995

### PATENTS AND PATENT APPLICATIONS

<b>Owner</b>	<b>Application or Registration No.</b>	<b>Country</b>	<b>Inventor</b>	<b>Issue or Filing Date</b>
Jackson Hewitt Inc.	(10/926,642)	USA	Jackson Hewitt Inc.	(August 26, 2004)