

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Grant of Security Interest in Patents and Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		09/08/2011	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Jackson Hewitt Inc.
<b>Street Address:</b>	3 Sylvan Way
<b>City:</b>	Parsippany
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>Entity Type:</b>	CORPORATION: VIRGINIA

**PROPERTY NUMBERS Total: 18**

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:	2834530	HELP
Registration Number:	2834531	HOLIDAY EXPRESS LOAN PROGRAM
Registration Number:	2784427	JACKSON HEWITT CASHCARD
Registration Number:	2683355	JACKSON HEWITT TAX SERVICE
Registration Number:	3280357	JACKSON HEWITT TAX SERVICE

**TRADEMARK**

Registration Number:	2598065	GOLD G GUARANTEE
Registration Number:	3415828	IPOWER
Serial Number:	78782346	WE KNOW SO MUCH ABOUT TAXES WE CAN HELP ANYBODY
Serial Number:	77680366	A PARTNER AND A PATH

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: robert.wise@skadden.com  
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom  
Address Line 1: Four Times Square  
Address Line 2: Attn: John Deming  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	088060/24
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	09/08/2011

Total Attachments: 5  
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RELEASE OF  
GRANT OF SECURITY INTEREST IN  
PATENTS AND TRADEMARKS

This RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS ("Release") dated as of September 8, 2011 is made in favor of Jackson Hewitt Inc., a Virginia corporation, located at 3 Sylvan Way, Parsippany, New Jersey 07054 (the "Assignee"), by Wells Fargo Bank, N.A., a national banking association, successor by merger to Wachovia Bank, National Association, a national banking association (the "Assignor").

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Patent and Trademark Security Agreement (as defined below).

WHEREAS, the Assignee, among other pledgors, entered into that certain Pledge and Security Agreement, dated as of April 27, 2009 (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), in which the Assignee agreed with the Assignor to execute that certain Grant of Security Interest in Patents and Trademarks, dated as of April 27, 2009 (the "Patent and Trademark Security Agreement");

WHEREAS, pursuant to the Patent and Trademark Security Agreement, as security for the payment and performance of the Secured Obligations, the Assignee pledged, assigned and delivered to the Assignor, for the ratable benefit of the Secured Parties, a Lien upon and security interest in, all of its right, title and interest in and to the Trademarks and Patents (including without limitation the Trademarks and Patents listed on Schedule A hereto), together with any and all Proceeds thereof and the goodwill associated with or symbolized by the Trademarks; notwithstanding the foregoing, the "Trademarks" did not include and no security interest was granted under the Patent and Trademark Security Agreement in any United States intent-to-use trademark applications unless and until such time, if any, as evidence of use of such trademarks was filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.);

WHEREAS, the Patent and Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office at Reel/Frame No. 3982/0186 on April 27, 2009 and was filed with the Patent Division of the United States Patent and Trademark Office for recordation;

WHEREAS, the Assignor has agreed to release its Lien upon and security interest in all of the Assignee's right, title and interest in and to the Trademarks and Patents (including without limitation the Trademarks and Patents listed on Schedule A hereto), together with any and all Proceeds thereof and the goodwill associated with or symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby terminates, releases, and discharges its Lien upon and security interest in all of the Assignee's right, title and interest in and to the Trademarks and Patents (including without limitation the

Trademarks and Patents listed on Schedule A hereto), together with any and all Proceeds thereof and the goodwill associated with or symbolized by the Trademarks, and re-conveys, transfers, assigns and sets over to the Assignee all right, title and interest that the Assignor may have in the Trademarks and Patents (including without limitation the Trademarks and Patents listed on Schedule A hereto), together with any and all Proceeds thereof and the goodwill associated with or symbolized by the Trademarks, to the Assignee.

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to: (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the application filing office in order to memorialize the release of the Lien and security interest of the Assignor in the Trademarks and Patents (including without limitation the Trademarks and Patents listed on Schedule A hereto), together with any and all Proceeds thereof and the goodwill associated with or symbolized by the Trademarks, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agent or designee) reasonably requests, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title and interest in, to and under in the Trademarks and Patents (including without limitation the Trademarks and Patents listed on Schedule A hereto), together with any and all Proceeds thereof and the goodwill associated with or symbolized by the Trademarks.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year above first written.

WELLS FARGO BANK, N.A., SUCCESSOR BY  
MERGER TO WACHOVIA BANK, NATIONAL  
ASSOCIATION, as the Assignor

By: M.G. Hyde  
Name:  
Title: M.G. Hyde  
MD/VP

[Patent and Trademark Security Release Signature Page]

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Mark</b>	<b>(Application No.) or Registration No.</b>	<b>Country</b>	<b>(Filing Date) or Issue 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.	HELP	2834530	USA	April 20, 2004
Jackson Hewitt Inc.	Holiday Express Loan Program	2834531	USA	April 20, 2004
Jackson Hewitt Inc.	Jackson Hewitt CashCard	2784427	USA	November 18, 2003
Jackson Hewitt Inc.	We Know So Much About Taxes We Can Help Anybody	(78/782346)	USA	(December 29, 2005)
Jackson Hewitt Inc.	A Partner and a Path	(77/680366)	USA	(February 27, 2009)

Jackson Hewitt Inc.	Jackson Hewitt Tax Service	2683355	USA	February 4, 2003
Jackson Hewitt Inc.	Jackson Hewitt Tax Service	3280357	USA	August 14, 2007
Jackson Hewitt Inc.	Gold G. Guarantee & Design	2598065	USA	July 23, 2002
Jackson Hewitt Inc.	ipower and Design	3415828	USA	April 22, 2008

### PATENTS AND PATENT APPLICATIONS

<b>Owner</b>	<b>(Patent Application No.) or Patent No.</b>	<b>County</b>	<b>Inventor</b>	<b>(Filing Date) or Issue Date</b>
Jackson Hewitt Inc.	(10/926,642)	USA	Jackson Hewitt Inc.	August 26, 2004
Jackson Hewitt Inc.	(10/634,605)	USA	Jackson Hewitt Inc.	August 5, 2003