

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAXWARE INTERMEDIATE HOLDINGS, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
TAXWARE, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1688323	TAXWARE	
Registration Number:	1706425	VERAZIP	
Registration Number:	2367409	WORLD TAX	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$90.00 1688323

TRADEMARK

ATTORNEY DOCKET NUMBER:	F142679
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	12/17/2012
Total Attachments: 5 source=Final - Trademark Security Agreement (3)#page3.tif source=Final - Trademark Security Agreement (3)#page4.tif source=Final - Trademark Security Agreement (3)#page5.tif source=Final - Trademark Security Agreement (3)#page6.tif source=Final - Trademark Security Agreement (3)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of December 17, 2012, is entered into by and between the undersigned (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of December 17, 2012, among the Assignee, **TAXWARE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company, **TAXWARE, LLC**, a Delaware limited liability company (“*Borrower*”), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of December 17, 2012, among Parent, Borrower, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor’s business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

ASSIGNEE:

TAXWARE, LLC

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: 
Name: MICHAEL J. FELL
Title: DIRECTOR

Address of Grantor:

Attention: _____
Facsimile No.: _____
E-mail: _____

Address of Assignee:

SILICON VALLEY BANK,
275 Grove Street, Suite 2-200
Newton, MA 02466

Attention: Mr. Michael Fell
Facsimile No.: 617-969-4395
E-mail: mfell@svb.com


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ASSIGNEE:

TAXWARE, LLC

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Kevin Shone
Title: Chief Financial Officer

By: _____
Name: _____
Title: _____

Address of Grantor:
11 Northeastern Blvd., 3rd Floor
Salem, NH 03079

Attention: Chief Financial Officer
Facsimile No.: 603-870-3730
E-mail: _____

Address of Assignee:
SILICON VALLEY BANK,
275 Grove Street, Suite 2-200
Newton, MA 02466
Attention: Mr. Michael Fell
Facsimile No.: 617-969-4395
E-mail: mfell@svb.com

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Canada	TMA398058	5/8/1992	12/5/1990	ADP, Inc.	TAXWARE
Community Trademarks	000037432	3/13/1998	4/1/1996	ADP, Inc.	TAXWARE
U.S.	1688323	5/19/1992	5/30/1990	ADP, Inc.	TAXWARE
Community Trademarks	001989698	1/7/2002	12/6/2000	ADP, Inc.	TAXWARE INTERNATIONAL, INC.
Community Trademarks	002135275	5/2/2002	3/19/2001	ADP, Inc.	UTL
U.S.	1706425	8/11/1992	9/16/1991	ADP, Inc.	VERAZIP
Canada	TMA554957	12/4/2001	12/2/1997	ADP, Inc.	WORLD TAX
Community Trademarks	000686972	6/5/2000	11/24/1997	ADP, Inc.	WORLD TAX
U.S.	2367409	7/18/2000	11/14/1997	ADP, Inc.	WORLD TAX

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