

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
CCH Incorporated		04/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Best Case, LLC		
Street Address:	500 Davis Street, Suite 800		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2136688	BEST CASE	
Registration Number:	2136687	BEST CASE	
Registration Number:	3506284	MYCASEINFO	
Registration Number:	3102618	ONETOUCH	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	15157-1 (HS)		

CH \$115.00 2136688

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**TRADEMARK
 REEL: 005019 FRAME: 0156**

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	05/01/2013
Total Attachments: 5 source=Best Case Trademark Assignment Agreement (Executed)_(26157247_2)#page1.tif source=Best Case Trademark Assignment Agreement (Executed)_(26157247_2)#page2.tif source=Best Case Trademark Assignment Agreement (Executed)_(26157247_2)#page3.tif source=Best Case Trademark Assignment Agreement (Executed)_(26157247_2)#page4.tif source=Best Case Trademark Assignment Agreement (Executed)_(26157247_2)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) is entered into as of April 26, 2013, by and between CCH Incorporated, a Delaware corporation (“Assignor”), and Best Case, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 2.1(e) of the Purchase Agreement.

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

1. Effective as of the Closing, Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Encumbrances other than Permitted Liens, Assignor’s entire right, title and interest in and to the registered trademarks set forth on Schedule A attached hereto, together with the goodwill associated therewith, and all rights granted pursuant to licenses, sublicenses or otherwise in connection therewith, including rights to collect royalties, products and proceeds, rights to sue and remedies against past, present or future infringements, misappropriations or violations thereof, rights to recover damages or lost profits in connection therewith, and all other rights to protection or enforcement of interests therein under the Laws of all jurisdictions.
2. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Law of the State of New York shall control the interpretation and construction of this Assignment, even though under that jurisdiction’s choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.
3. This Assignment may be amended, or any provision of this Assignment may be waived upon the approval, in a writing, executed by the Assignor and the Assignee. No course of dealing between the parties hereto shall be deemed effective to modify, amend or discharge any part of this Assignment or any rights or obligations of any such party or such holder under or by reason of this Assignment.
4. This Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Facsimile or emailed counterpart signatures to this Assignment shall be acceptable and binding.

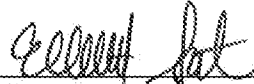
5. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment.
6. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.
7. Any notice, request or other document to be given hereunder to any party shall be given in the manner specified in Section 8.12 of the Purchase Agreement.
8. This Assignment is made in accordance with and subject to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment, and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

* * * * *

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by a duly authorized officer as of the date first above written.

CCH INCORPORATED

By: 
Name: Elizabeth Satin
Title: Senior Vice President

BEST CASE, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by a duly authorized officer as of the date first above written.

CCH INCORPORATED

By: _____
Name: Elizabeth Satin
Title: Senior Vice President

BEST CASE, LLC

By:  _____
Name: Karl Frydryk
Title: Chief Financial Officer

Schedule A
to Trademark Assignment

Trademark	Registration Number	Serial Number	Registration Date
BEST CASE	2136688	75134544	February 17, 1998
BEST CASE	2136687	75134543	February 17, 1998
MYCASEINFO MYCASEINFO	3506284	77301602	September 23, 2008
ONETOUCH ONETOUCH	3102618	76561087	June 13, 2006