

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
Taxware, LLC		10/28/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1688323	TAXWARE	
Registration Number:	2367409	WORLD TAX	
Registration Number:	1706425	VERAZIP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/090		
NAME OF SUBMITTER:	Diane Cassinelli		

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Signature:	/Diane Cassinelli/
Date:	10/28/2013
Total Attachments: 5 source=Taxware Trademark Security Agreement (Executed)#page1.tif source=Taxware Trademark Security Agreement (Executed)#page2.tif source=Taxware Trademark Security Agreement (Executed)#page3.tif source=Taxware Trademark Security Agreement (Executed)#page4.tif source=Taxware Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of October 28, 2013, is entered into by and between the undersigned (the "*Grantor*") and GOLUB CAPITAL LLC (the "*Assignee*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of October 28, 2013, 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 October 28, 2013, 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 United States Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any United States 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 United States 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:

TAXWARE, LLC

By: 

Name: Andrew Hovancik

Title: Chief Executive Officer

Address of Grantor:

200 Ballardvale Street, 4th Floor

Wilmington, MA 01887

Attention: Chief Financial Officer

Facsimile No.: 603-870-3730

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005140 FRAME: 0210

ASSIGNEE:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

Address of Assignee:

GOLUB CAPITAL LLC,
150 South Wacker Drive
Chicago, IL 60606

Attention: Robert G. Tuchscherer

Facsimile No.: 312-201-9167

E-mail: rtuchscerer@golubcapital.com

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005140 FRAME: 0211

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Jurisdiction	Appl. #	Filing Date	Reg. #	Reg. Date	Status	Owner
TAXWARE	U.S.	74064177	5/30/1990	1688323	5/19/1992	Registered	Taxware, LLC
WORLD TAX	U.S.	75390463	11/14/1997	2367409	7/18/2000	Registered	Taxware, LLC
VERAZIP	U.S.	74204010	9/16/1991	1706425	8/11/1992	Registered	Taxware, LLC