

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Petz Enterprises, Inc.		01/06/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	LTS Software, Inc.		
Street Address:	1716 Corporate Landing Parkway		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23454		
Entity Type:	CORPORATION: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	4186819	TAXBRAIN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	8008806432		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	757-301-8143		
Email:	katie.kline@libtax.com		
Correspondent Name:	Katie Kline		
Address Line 1:	1716 Corporate Landing Parkway		
Address Line 4:	Virginia Beach, VIRGINIA 23454		
NAME OF SUBMITTER:	Katie Kline		
Signature:	/Katie Kline/		
Date:	01/10/2014		
Total Attachments: 2 source=Taxbrain TM Assignment 01-06-14#page1.tif source=Taxbrain TM Assignment 01-06-14#page2.tif			

OP \$40.00 4186819

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of 6th day of January, 2014 ("Effective Date"), by and between **Petz Enterprises, Inc.**, a California corporation (hereinafter referred to as "Assignor") and **LTS Software Inc.**, a Virginia corporation, whose address is 1716 Corporate Landing Parkway, Virginia Beach, VA 23454 (hereinafter referred to as "Assignee") (collectively, the "Parties.")

### RECITALS

WHEREAS, Assignor is the owner of the federal trademark registration **TAXBRAIN** (Reg. No. 4186819) (the "Mark") and all common law rights in and goodwill associated with the Mark;

WHEREAS, the Parties are parties to the certain Asset Purchase Agreement dated as of January 6, 2014 (the "Asset Purchase Agreement"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the transfer of all right, title, and interest in and to the Mark to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Mark on a worldwide basis, together with the goodwill associated with the Mark, together with the right to bring all causes of action (in law or equity), claims or demands relating to ownership and rights in and to the Marks including, without limitation, past, present, or future infringement, dilution or misappropriation actions along with the right to seek, recover and retain any damages.

2. Further Assurances. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments in Assignor's possession, and to do any and all further reasonable acts that are deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Mark and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental or private authority, agency or registry of the United States and internationally.

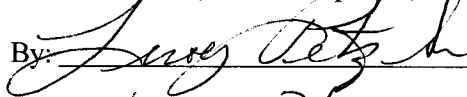
3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective heir, personal representatives, successors and assigns.

4. Counterpart; Electronic Signature. This Assignment may be executed in several counterparts, each of which shall be deemed an original and shall together constitute one and the same Assignment. Electronic signatures shall be deemed to constitute the original signature of such party hereto.

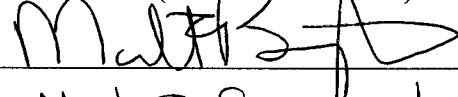
[Signatures on the Next Page]

IN WITNESS WHEREOF, the parties hereto have executed the Assignment as of the Effective Date.

"ASSIGNOR" (Petz Enterprises, Inc.)

By:   
Name: Leroy Petz Sr.  
Title: President

"ASSIGNEE" (LTS Software Inc.)

By:   
Name: Mark F. Baumgartner  
Title: VP / CFO