

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331459

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WILLIAM H JACKSON		11/25/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TORO TAX FRANCHISING LLC		
<b>Street Address:</b>	1800 E SAHARA AVE		
<b>Internal Address:</b>	STE 106		
<b>City:</b>	LAS VEGAS		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86371019	T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7023693200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7023692900		
<b>Email:</b>	MRASMUSSEN@GRRRLAWFIRM.COM		
<b>Correspondent Name:</b>	C. MICHAEL RASMUSSEN ESQ.		
<b>Address Line 1:</b>	8485 W SUNSET RD		
<b>Address Line 2:</b>	STE 208		
<b>Address Line 4:</b>	LAS VEGAS, NEVADA 89113		
<b>NAME OF SUBMITTER:</b>	C. Michael Rasmussen, Esq.		
<b>SIGNATURE:</b>	/cmr/		
<b>DATE SIGNED:</b>	02/06/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT CERTIFICATION

STATE OF NEVADA        )  
                                  ) ss:  
COUNTRY OF CLARK     )

WILLIAM H. JACKSON, Individual and TORO TAX FRANCHISING LLC, a Nevada limited liability company, being first duly sworn upon oath, state as follows:

1. **Agreement:** WILLIAM H. JACKSON and NICK MALDONADO and OSCAR TORO, as Managers of TORO TAX FRANCHISING LLC, executed that Agreement entitled TRADEMARK ASSIGNMENT AGREEMENT dated NOVEMBER 25th, 2014 (“Agreement”).
2. **Assignor:** The Assignor is WILLIAM H. JACKSON, Individual.
3. **Assignee:** The Assignee is TORO TAX FRANCHISING LLC, a Nevada limited liability company.
4. **Mark:** Assignor has assigned the Stylized/Design Mark application of “T” for Toro, identified as **USPTO Serial No.: 86371019, Application Filing Date: August 19, 2014** (the “Mark”) and more fully described on Exhibit A attached hereto and made a part hereof.
5. **Assignment:** Assignor does hereby irrevocably assign to Assignee, and Assignee hereby accepts from Assignor, all rights, title, and interest (including, but not limited to, all registration rights with respect to the Mark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Mark.
6. **Consideration:** The consideration for the Mark is specified in the Agreement.
7. **Representations and Warranties.** Assignor represents and warrants to Assignee:
  - i. Assignor has the right, power and authority to enter into this Agreement;
  - ii. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Mark;
  - iii. The Mark is free of any liens, security interests, encumbrances or licenses;

- iv. Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;
  - v. There are no claims, pending or threatened, with respect to Assignor's rights in the Mark;
  - vi. This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
  - vii. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
8. **Use of Mark.** After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing and Assignor agrees to not challenge Assignee's use or ownership or the validity of the Mark.
9. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.
10. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.
11. **Binding Agreement.** This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
12. **Amendment.** This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Agreement.
13. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder

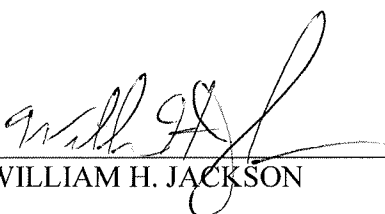
of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

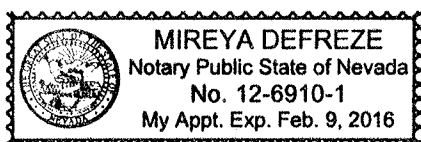
14. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

15. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Nevada.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

Assignor:

  
\_\_\_\_\_  
WILLIAM H. JACKSON



Subscribed and Sworn to before me  
this 25 day of November, 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC


Assignee:

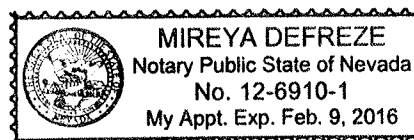
TORO TAX FRANCHISING LLC, a  
Nevada limited liability company

By:   
\_\_\_\_\_  
NICK MALDONADO, Manager

By:   
\_\_\_\_\_  
OSCAR TORO, Manager

Subscribed and Sworn to before me  
this 25 day of November, 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A**  
**Mark Identification**

**USPTO Serial No.: 86371019**

**Application Filing Date: August 19, 2014**

