

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM337272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank, as Administrative Agent		04/01/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Taxware Intermediate Holdings, LLC		
Street Address:	200 Ballardvale Street, 4th Floor		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Taxware, LLC		
Street Address:	200 Ballardvale Street, 4th Floor		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Convey Compliance Systems, LLC		
Street Address:	200 Ballardvale Street, 4th Floor		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1688323	TAXWARE	
Registration Number:	1706425	VERAZIP	
Registration Number:	2367409	WORLD TAX	
Registration Number:	4497777	TAXPORT COMPASS	
Registration Number:	4111499	TAXPORT A/P	
Registration Number:	3577842	CONVEY	
Registration Number:	3017460	1099CONVEY	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3019900	TAXPORT
Registration Number:	3017457	CONVEY

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/090
NAME OF SUBMITTER:	Diane Cassinelli
SIGNATURE:	/Diane Cassinelli/
DATE SIGNED:	04/03/2015

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY AGREEMENT

April 1, 2015

WHEREAS, Taxware Intermediate Holdings, LLC, a Delaware limited liability company, **Taxware, LLC**, a Delaware limited liability company, **Convey Compliance Systems, LLC**, a Delaware limited liability company (collectively, the "**Grantors**"), granted a security interest in favor of Silicon Valley Bank, as Administrative Agent (in such capacity, the "**Assignee**"), and a lien upon certain trademarks and trademark applications pursuant to that certain Trademark Security Agreement dated December 17, 2012 by Grantors in favor of the Assignee, which was recorded in the United States Patent and Trademark Office on December 17, 2012 at Reel 4921, Frame 0161 and that certain Trademark Security Agreement dated July 1, 2014 by Grantors in favor of the Assignee, which was recorded in the United States Patent and Trademark Office on July 9, 2104 at Reel 5319, Frame 0694 (together, the "**Trademark Security Agreements**");

WHEREAS, Grantors have requested and Assignee has agreed to release and reassign to Grantors their interest in all of Grantors' trademarks and trademark applications including the trademarks and trademark applications identified in **Exhibit A** hereto and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignee hereby:


1. terminates the Trademark Security Agreements and releases, terminates and discharges all liens and security interests in all of Grantors' right, title and interest in, to and under the Trademarks (as defined in each of the respective Trademark Security Agreements) including those trademarks and trademark applications identified in **Exhibit A** hereto;
2. authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office note and record the existence of the release hereby given; and
3. agrees that it shall, at the Grantors' sole cost and expense and at any of the Grantors', or their successor's or assign's, reasonable request, execute, acknowledge and deliver to the Grantors all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

[Signature page follows]

IN WITNESS WHEREOF, Assignee has caused this Release of Trademark Security Agreement to be executed by its duly authorized officer effective as of the date above first written.

ASSIGNEE:

SILICON VALLEY BANK, as Administrative Agent

By: 
Name: T. TYLER DIETRICH
Title: VICE PRESIDENT

SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005492 FRAME: 0283

EXHIBIT A
TO
RELEASE OF TRADEMARK SECURITY AGREEMENT

<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Word mark</u>
U.S. Federal	1688323	TAXWARE
U.S. Federal	1706425	VERAZIP
U.S. Federal	2367409	WORLD TAX
U.S. Federal	4497777	TAXPORT COMPASS
U.S. Federal	4111499	TAXPORT A/P
U.S. Federal	3577842	CONVEY
U.S. Federal	3017460	1099CONVEY
U.S. Federal	3019900	TAXPORT
U.S. Federal	3017457	CONVEY
Canada	TMA 398058	TAXWARE
Canada	TMA 554957	WORLD TAX
Community Trademarks	2135275	UTL
Community Trademarks	37432	TAXWARE
Community Trademarks	1989698	TAXWARE INTERNATIONAL, INC.
Community Trademarks	686972	WORLD TAX