

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jackson Hewitt Inc.		07/30/2015	CORPORATION: VIRGINIA
Jackson Hewitt Tax Service Inc.		07/30/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	86474470	WORKING HARD FOR THE HARDEST WORKING
Serial Number:	86474456	JH
Serial Number:	86002088	REFUND BUILDERS
Registration Number:	4524989	RAPIDO INCOME TAX
Registration Number:	4524988	RAPIDO INCOME TAX
Registration Number:	4486990	JACKSON HEWITT'S HOW YOU DO IT
Registration Number:	4486989	JACKSON HEWITT. ASÍ SE HACE.
Registration Number:	2930971	DEDUCTIONS@WORK
Registration Number:	3543642	FLEX PAY
Registration Number:	2979534	IPOWER
Registration Number:	2710122	GOLD GUARANTEE
Registration Number:	2602863	GET MORE IN RETURN
Registration Number:	2485397	PROFILER
Registration Number:	3938732	OBTENGA CADA DOLAR QUE LE CORRESPONDA
Registration Number:	3935309	GET EVERY DOLLAR YOU DESERVE
Registration Number:	3724802	A PARTNER AND A PATH
Registration Number:	2683355	JACKSON HEWITT TAX SERVICE
Registration Number:	2205113	REFER A FRIEND

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2138700	JACKSON HEWITT
Registration Number:	1501580	JACKSON HEWITT TAX SERVICE
Registration Number:	1927058	HOLLAND INCOME TAX
Registration Number:	1875522	
Registration Number:	1887410	AX YOUR TAX

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78436.00185

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 07/30/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) dated July 30, 2015, is entered into by and among each of the signatories hereto designated as a Grantor on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”) and ROYAL BANK OF CANADA, as administrative agent (in such capacity, together with any successor administrative agent, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Jackson Hewitt Inc., a Virginia corporation, and Jackson Hewitt Tax Service Inc., a Delaware corporation, have entered into a Credit Agreement, dated as of July 30, 2015 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Credit Agreement”), with the Lenders, the Swing Line Lender, the L/C Issuers and the Administrative Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated July 30, 2015 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (the “Collateral”) to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof:

(i) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);

(ii) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, and other source identifiers of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(iv) all proprietary rights in computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation relating thereto, together with any and all substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (“Computer Software”);

(v) all confidential and proprietary information, including, without limitation, confidential and proprietary know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all rights in domain names and all other intellectual property of any type, including, without limitation, industrial designs and mask works;

(vi) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(vii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any Trademark application filed in the United States Patent and Trademark Office on the basis of a Grantor’s intent-to-use

such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office, pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would adversely affect or otherwise impair the validity or enforceability of such Trademark application or the resulting Trademark registration.

SECTION 2. Security for Obligations The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures, in the case of each Grantor, the payment of all Obligations of such Grantor now or hereafter existing under the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT TO THE

EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; PROVIDED THAT NOTHING IN THIS IP SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

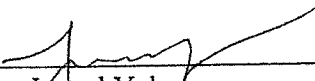
(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND,

ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

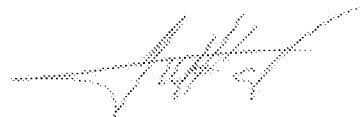
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**JACKSON HEWITT INC.
TAX SERVICES OF AMERICA, INC.**

By: 
Name: Jarrod Yahes
Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Administrative Agent



By:

Name: **Rodica Dutka**
Title: **Manager, Agency**

Schedule I

COPYRIGHT SCHEDULE

<u>TITLE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
Child and dependent care.	TX0003808710	3/11/1997	Jackson Hewitt, Inc.
Child and dependent care--Jackson Hewitt tax service	TX0003808701	3/11/1997	Jackson Hewitt, Inc.
Jackson Hewitt P & P video : vol. 1.	PA0000548848	11/18/1991	Jackson Hewitt, Inc.
Real estate.	TX0004504289	2/24/1997	Jackson Hewitt, Inc.
Real estate.	TX0004504290	2/24/1997	Jackson Hewitt, Inc.
Record keeping.	TX0004504288	2/24/1997	Jackson Hewitt, Inc.

TRADEMARK SCHEDULE

<u>MARK</u>	<u>REG. (APP.) NO.</u>	<u>REG. (APP.) DATE</u>	<u>OWNER</u>
WORKING HARD FOR THE HARDEST WORKING	(86/474,470)	(12/8/2014)	Jackson Hewitt Inc.
JH & Design	(86/474,456)	(12/8/2014)	Jackson Hewitt Inc.
REFUND BUILDERS	(86/002,088)	(7/3/2013)	Jackson Hewitt Inc.
RAPIDO INCOME TAX & Design	4,524,989	5/6/2014	Jackson Hewitt Inc.
RAPIDO INCOME TAX	4,524,988	5/6/2014	Jackson Hewitt Inc.
JACKSON HEWITT'S HOW YOU DO IT	4,486,990	2/25/2014	Jackson Hewitt Inc.
JACKSON HEWITT. ASÍ SE HACE	4,486,989	2/25/2014	Jackson Hewitt Inc.
DEDUCTIONS @ WORK	2,930,971	3/8/2005	Jackson Hewitt Inc.
FLEX PAY	3,543,642	12/9/2008	Jackson Hewitt Inc.
IPOWER	2,979,534	7/26/2005	Jackson Hewitt Inc.
GOLD GUARANTEE	2,710,122	4/22/2003	Jackson Hewitt Inc.
GET MORE IN RETURN	2,602,863	7/30/2002	Jackson Hewitt Inc.
PROFILER	2,485,397	9/4/2001	Jackson Hewitt Inc.
OBTENGA CADA DOLAR QUE LE CORRESPONDA	3,938,732	3/29/2011	Jackson Hewitt Inc.
GET EVERY DOLLAR YOU DESERVE	3,935,309	3/22/2011	Jackson Hewitt Inc.
A PARTNER AND A PATH	3,724,802	12/15/2009	Jackson Hewitt Inc.
JACKSON HEWITT TAX SERVICE & Design	2,683,355	2/4/2003	Jackson Hewitt Inc.

REFER A FRIEND	2,205,113	11/24/1998	Jackson Hewitt Inc.
JACKSON HEWITT	2,138,700	2/24/1998	Jackson Hewitt Inc.
JACKSON HEWITT TAX SERVICE	1,501,580	8/23/1988	Jackson Hewitt Inc.
HOLLAND INCOME TAX	1,927,058	10/17/1995	Tax Services of America, Inc.
Design of an Ax	1,875,522	1/24/1995	Tax Services of America, Inc.
AX YOUR TAX	1,887,410	4/4/1995	Tax Services of America, Inc.