

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Convey Compliance Systems, LLC		11/01/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Taxware, LLC		
Street Address:	200 Ballardvale Street, Bldg. 1, 4th Floor		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4497777	TAXPORT COMPASS	
Registration Number:	4111499	TAXPORT A/P	
Registration Number:	3577842	CONVEY	
Registration Number:	3017460	1099CONVEY	
Registration Number:	3019900	TAXPORT	
Registration Number:	3017457	CONVEY	
CORRESPONDENCE DATA			
Fax Number:	2125939175		
<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>			
Phone:	212-980-0120		
Email:	pto@fkks.com		
Correspondent Name:	Frankfurt Kurnit Klein & Selz PC		
Address Line 1:	488 Madison Avenue		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Matthew Bart		
SIGNATURE:	/Matthew Bart/		
DATE SIGNED:	10/13/2016		

OP \$165.00 4497777

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 1, 2015 ("Effective Date") by and between **Convey Compliance Systems, LLC**, a Delaware corporation, with its principal office at 29800 Bren Road, Suite 300, Minnetonka, Minnesota 55343 ("Assignor"), and **Taxware, LLC**, a Delaware limited liability company, with its principal office at 200 Ballardvale Street, Bldg. 1, 4th Floor, Wilmington, Massachusetts 01887 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.


Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a

registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CONVEY COMPLIANCE SYSTEMS, LLC


DocuSigned by:


DAC5C6BF1E9C4D4...

Name: Andy Hovancik

Title: CEO

TAXWARE, LLC

DocuSigned by:


DAC5C6BF1E9C4D4...

Name: Andy Hovancik

Title: CEO

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Trademark No.	Registration Date
TAXPORT COMPASS	4497777	3/18/2014
TAXPORT A/P	4111499	3/13/2012
CONVEY	3577842	2/17/2009
1099CONVEY	3017460	11/22/2005
TAXPORT	3019900	11/29/2005
CONVEY	3017457	11/22/2005