

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472580

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Whitehorse Finance Inc., as successor by merger to Whitehorse Finance, LLC		07/30/2015	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Jackson Hewitt Inc.
<b>Street Address:</b>	10 Exchange Place
<b>Internal Address:</b>	27th floor
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	Corporation: VIRGINIA
<b>Name:</b>	Tax Services of America, Inc.
<b>Street Address:</b>	501 North Cattleman Road
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Sarasota
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34232
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1501580	JACKSON HEWITT TAX SERVICE
<b>Registration Number:</b>	2138700	JACKSON HEWITT
<b>Registration Number:</b>	2930971	DEDUCTIONS@WORK
<b>Registration Number:</b>	3543642	FLEX PAY
<b>Registration Number:</b>	2602863	GET MORE IN RETURN
<b>Registration Number:</b>	2710122	GOLD GUARANTEE
<b>Registration Number:</b>	2979534	IPOWER
<b>Registration Number:</b>	2485397	PROFILER
<b>Registration Number:</b>	2205113	REFER A FRIEND
<b>Registration Number:</b>	3724802	A PARTNER AND A PATH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2683355	JACKSON HEWITT TAX SERVICE
Registration Number:	3280357	JACKSON HEWITT TAX SERVICE
Registration Number:	3415828	IPOWER
Registration Number:	3935309	GET EVERY DOLLAR YOU DESERVE
Registration Number:	3938732	OBTENGA CADA DOLAR QUE LE CORRESPONDA
Registration Number:	1887410	AX YOUR TAX
Registration Number:	1875522	
Registration Number:	1927058	HOLLAND INCOME TAX
Serial Number:	85651166	JACKSON HEWITT. ASÍ SE HACE.
Serial Number:	85651182	JACKSON HEWITT'S HOW YOU DO IT

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000

*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:** 212-735-2811

**Email:** mribando@skadden.com

**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP

**Address Line 1:** Four Times Square

**Address Line 2:** Monique L. Ribando

**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 088060/36

**NAME OF SUBMITTER:** Amy Lehrburger

**SIGNATURE:** /Amy Lehrburger/

**DATE SIGNED:** 05/03/2018

**Total Attachments: 6**

source=Termination of Term Loan Credit Facility#page1.tif

source=Termination of Term Loan Credit Facility#page2.tif

source=Termination of Term Loan Credit Facility#page3.tif

source=Termination of Term Loan Credit Facility#page4.tif

source=Termination of Term Loan Credit Facility#page5.tif

source=Termination of Term Loan Credit Facility#page6.tif

WHITEHORSE FINANCE, LLC  
1450 BRICKELL AVENUE, 31<sup>ST</sup> FLOOR  
MIAMI, FL 33131

July 30, 2015

Jackson Hewitt Tax Service Inc.  
Jackson Hewitt Inc.  
Tax Services of America, Inc.  
Hewfant Inc.  
3 Sylvan Way  
Parsippany, New Jersey 07054  
Attention: Jarrod Yahes

Re: Termination of Term Loan Credit Facility

Ladies and Gentlemen:

Reference is made to that certain term loan credit facility (the "Credit Facility") evidenced by that certain Term Loan Agreement, dated as of October 15, 2012 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Existing Credit Agreement"), among Jackson Hewitt Tax Service Inc., a Delaware corporation (the "Parent"), Jackson Hewitt Inc., a Virginia corporation ("Jackson Hewitt"), Tax Services of America, Inc., a Delaware corporation ("Tax Services"), and Hewfant Inc., a Virginia corporation ("Hewfant" and collectively with Parent, Jackson Hewitt and Tax Services, the "Companies" and each, a "Company"), the lenders from time to time party thereto (the "Existing Lenders") and WhiteHorse Finance, LLC, as administrative agent and collateral agent for the Existing Lenders (in such capacity, the "Existing Agent"). Capitalized terms used herein without definition have the meanings given to them in the Existing Credit Agreement.

The Existing Agent understands that on July 30, 2015 (the "Payoff Date") the Companies and the Guarantors (collectively, the "Loan Parties") intend to cause all indebtedness, liabilities and other obligations of the Loan Parties to the Existing Lenders and/or the Existing Agent owing under the Credit Documents, including, without limitation, all principal, accrued interest, costs, expenses and fees outstanding, including, without limitation, reasonable attorneys' fees, costs and expenses, to be repaid in full.

The total principal balance of the loans and advances made by the Existing Lenders to or for the benefit of the Loan Parties under the Existing Credit Agreement, together with all accrued but unpaid interest thereon, and the total amount of all fees, costs, expenses and other amounts owed by the Loan Parties with respect to the Credit Facility under the Existing Credit Agreement and all other Credit Documents, if paid on the Payoff Date by 2:00 p.m. (Eastern Time) (the "Payoff Time"), will be as follows (the "Payoff Amount"):

Principal:	\$20,000,000
Interest:	\$ 216,666.67
Payoff Amount:	\$20,216,666.67

If payment of the Payoff Amount is not made by the Payoff Time on the Payoff Date, the Payoff Amount will be recalculated to include an additional \$7,222.22 per day for each day thereafter in accordance with the provisions of the Existing Credit Agreement (the “Per Diem Amount”); provided that the Existing Agent receives the Payoff Amount together with all applicable Per Diem Amounts no later than 2:00 p.m. (Eastern Time) on August 1, 2015 (the “Expiration Time”) after which time this letter agreement shall have no further force or effect.

The Existing Agent hereby instructs the Loan Parties to pay or cause to be paid the Payoff Amount other than the Legal Fees by wire transfer, in immediately available funds, to the following account in accordance with the following wire transfer instructions:

Bank:	The Bank of New York
Swift Code:	IRVTUS3NAMS
ABA#:	021-000-018
Account Name:	Bayside Tax, LLC
Account #:	7787038400
Reference:	Jackson Hewitt
Attention:	Julius Bayron – 212-815-3972

Subject to (a) the receipt by the Existing Agent of the Payoff Amount and any applicable Per Diem Amount and (b) the receipt by the Existing Agent of a fully executed copy of this Payoff Letter, duly executed by each Company, and the Existing Agent (collectively, the “Payoff Items”), the Existing Agent (on behalf of the Existing Lenders) agrees that all obligations of the Loan Parties under the Credit Documents (other than (i) obligations under the Credit Documents (including contingent reimbursement obligations and indemnity obligations) which, by their express terms, survive termination of the Existing Credit Agreement or such other Credit Document, as the case may be, and (ii) to the extent not paid on the Payoff Date, fees and expenses of counsel to the Existing Agent in connection with the termination of the Credit Documents and release of all liens thereunder), including principal, accrued interest, costs, expenses and fees, shall be paid in full, all Credit Documents shall be automatically terminated, all guarantees provided under the Credit Documents shall be automatically terminated and all security interests and liens granted to the Existing Lenders and/or the Existing Agent in the personal property or real property of the Loan Parties securing amounts evidenced by the Credit Documents shall automatically terminate. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, the Existing Agent is authorizing solely the release of the Liens granted to it pursuant to the Credit Documents in connection with the Credit Facility and not any other Liens or security interests at any time granted by any Loan Party in favor of WhiteHorse Finance, LLC pursuant to any other document that is not a Credit Document or in favor of any other person. The provisions of this paragraph are referred to herein as the “Release Provisions”.

At the expense of the Companies (it being understood and agreed that such expense may be in addition to the amounts included in the Payoff Amount), the Existing Agent will promptly upon receipt of each of the Payoff Items, (a) execute, as applicable, and deliver to the Companies

(or any designee of the Companies) any such lien releases, mortgage releases, discharges of security interests, pledges and guarantees and other similar discharge or release documents, as are reasonably requested and necessary to release, as of record, the security interests and all notices of security interests and liens previously filed by the Existing Agent under the Credit Documents and (b) deliver to the Companies (or any designee of the Companies) all instruments evidencing pledged debt and all equity certificates and any other similar collateral previously delivered in physical form by the Loan Parties to the Existing Agent under the Credit Documents.

Notwithstanding the terms of this letter agreement to the contrary, (a) upon any Existing Lender's demand, the Companies shall promptly compensate such Existing Lender for any breakage costs incurred in connection with the payment of the Payoff Amount and any applicable Per Diem Amount in accordance with the terms of Section 2.9 of the Existing Credit Agreement, and (b) if the Existing Agent determines after the Payoff Time that an amount that was due and payable under the Credit Documents was mistakenly excluded from the Payoff Amount, the Companies agree to promptly pay such excluded amount after the Existing Agent provides evidence to the Companies that such excluded amount is due and payable provided, however, that the foregoing shall not limit or invalidate, the effectiveness of the Release Provisions, all of which shall be effective as of the Payoff Time if the Payoff Items are then received in accordance with this letter. Notwithstanding anything herein to the contrary, if at any time all or any part of the Payoff Amount is or must be rescinded or returned by the Existing Agent for any reason whatsoever (including the insolvency, bankruptcy, reorganization or similar proceeding involving any Company), the Obligations, to the extent that such payment is or must be rescinded or returned, shall be deemed to have continued in existence, notwithstanding such application by the Existing Agent, and the Existing Credit Agreement and the other Credit Documents shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Existing Agent had not been made. The provisions of this paragraph shall remain in full force and effect regardless of any termination of the obligations owing under the Credit Documents.

It is acknowledged and agreed that this document constitutes a "Credit Document" for purposes of Sections 10.1 and 10.3 of the Existing Credit Agreement.

**THIS LETTER AGREEMENT (A) SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND (B) SETS FORTH THE ENTIRE AGREEMENT AMONG THE PARTIES RELATING TO THE SUBJECT MATTER PERTAINING HERETO, AND NO TERM OR PROVISION HEREOF MAY BE AMENDED, CHANGED, WAIVED, DISCHARGED OR TERMINATED, EXCEPT IN WRITING SIGNED BY EACH PARTY.**

This letter agreement may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or "pdf") shall be enforceable as originals. Your signature below shall evidence your agreement with the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Very truly yours,

WHITEHORSE FINANCE, INC., as successor by  
merger to WHITEHORSE FINANCE, LLC, as  
Existing Agent

By: 

Name: *Gerhard Lombard*

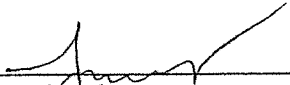
Title: *CFO*

[Payoff Letter]

**TRADEMARK**  
**REEL: 006325 FRAME: 0652**

Accepted and Agreed to:

JACKSON HEWITT TAX SERVICE INC.  
JACKSON HEWITT INC.  
TAX SERVICES OF AMERICA, INC.  
HEWFANT INC.

By:   
Name: Jarrod Yaltes  
Title: Chief Financial Officer

[Payoff Letter]

**TRADEMARK**  
**REEL: 006325 FRAME: 0653**

**RELEASE OF WHITEHORSE SECOND LIEN SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Owner</b>	<b>Status</b>
United States	Jackson Hewitt Tax Service	1501580	August 23, 1988	Jackson Hewitt Inc.	Registered
United States	Jackson Hewitt	2138700	February 24, 1998	Jackson Hewitt Inc.	Registered
United States	Deductions@Work	2930971	March 8, 2005	Jackson Hewitt Inc.	Registered
United States	Flex Pay	3543642	December 9, 2008	Jackson Hewitt Inc.	Registered
United States	Get More In Return	2602863	July 30, 2002	Jackson Hewitt Inc.	Registered
United States	Gold Guarantee	2710122	April 22, 2003	Jackson Hewitt Inc.	Registered
United States	ipower	2979534	July 26, 2005	Jackson Hewitt Inc.	Registered
United States	ProFiler	2485397	September 4, 2001	Jackson Hewitt Inc.	Registered
United States	Refer A Friend	2205113	November 24, 1998	Jackson Hewitt Inc.	Registered
United States	A Partner and a Path	3724802	December 15, 2009	Jackson Hewitt Inc.	Registered
United States	Jackson Hewitt Tax Service (and Design)	2683355	February 4, 2003	Jackson Hewitt Inc.	Registered
United States	Jackson Hewitt Tax Service (and Design)	3280357	August 14, 2007	Jackson Hewitt Inc.	Registered
United States	ipower (and Design)	3415828	April 22, 2008	Jackson Hewitt Inc.	Registered
United States	Get Every Dollar You Deserve	3935309	March 22, 2011	Jackson Hewitt Inc.	Registered
United States	Obtenga Cada Dolar Que Le Corresponda	3938732	March 29, 2011	Jackson Hewitt Inc.	Registered
United States	Ax Your Tax	1887410	April 4, 1995	Tax Services of America, Inc.	Registered
United States	Miscellaneous Design (to Ax Your Tax)	1875522	January 24, 1995	Tax Services of America, Inc.	Registered
United States	Holland Income Tax	1927058	October 17, 1995	Tax Services of America, Inc.	Registered
United States	Jackson Hewitt. Asi Se Hace.	(85651166)	June 13, 2012	Jackson Hewitt Inc.	Pending
United States	Jackson Hewitt's How You Do It	(85651182)	June 13, 2012	Jackson Hewitt Inc.	Pending
Canada	Jackson Hewitt Tax Service	TMA485983	November 20, 1997	Jackson Hewitt Inc.	Registered
Hawaii	Jackson Hewitt	4059225	December 21, 2007	Tax Services of America, Inc.	Registered
Hawaii	Taxbusters	258089	January 23, 2002	Tax Services of America, Inc.	Registered

PATENTS AND PATENT APPLICATIONS

None.