

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jackson Hewitt Inc.		08/31/2018	Corporation: VIRGINIA
Tax Services of America, Inc.		08/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Collateral Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
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:	2710122	GOLD GUARANTEE	
Registration Number:	2602863	GET MORE IN RETURN	
Registration Number:	2485397	PROFILER	
Registration Number:	3935309	GET EVERY DOLLAR YOU DESERVE	
Registration Number:	2683355	JACKSON HEWITT TAX SERVICE	
Registration Number:	2205113	REFER A FRIEND	
Registration Number:	2138700	JACKSON HEWITT	
Registration Number:	1501580	JACKSON HEWITT TAX SERVICE	
Registration Number:	5541278	JH	
Registration Number:	1927058	HOLLAND INCOME TAX	
Registration Number:	1875522		
Registration Number:	1887410	AX YOUR TAX	

OP \$490.00 4524989

Property Type	Number	Word Mark
Serial Number:	86474470	WORKING HARD FOR THE HARDEST WORKING

CORRESPONDENCE DATA

Fax Number: 3124996701

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: (312) 499-6700

Email: tapatterson@duanemorris.com

Correspondent Name: Brian P. Kerwin

Address Line 1: 190 South LaSalle Street, Suite 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Brian P. Kerwin
SIGNATURE:	/Brian P. Kerwin/
DATE SIGNED:	08/31/2018

Total Attachments: 6

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee in the Collateral pursuant to this Security Interest and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the ABL Intercreditor Agreement, dated as of August 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Intercreditor Agreement”), among CIBC BANK USA, as ABL Credit Agreement Collateral Agent and Loan Admin Co LLC, as First Lien Credit Agreement Collateral Agent, and certain other Persons party or that may become party thereto from time to time and acknowledged and agreed to by Assist Parent LLC, a Delaware limited liability company, Jackson Hewitt Tax Service Inc., a Delaware corporation and the other obligors party thereto. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2018 (this “Security Interest”), is made by JACKSON HEWITT INC., a Virginia corporation (“Jackson Hewitt”), and TAX SERVICES OF AMERICA, INC., a Delaware corporation (“Tax Services” and, together with Jackson Hewitt, the “Grantors” and each, a “Grantor”), in favor of CIBC BANK USA, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below) (the “Grantee”).

WHEREAS, the Grantors and Grantee have entered into those certain Credit Agreement, dated as of the date hereof, and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Documents”); and

WHEREAS, the Credit Documents require each Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Documents, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise noted, capitalized terms used herein without definition shall have the definitions given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations (as defined in the Credit Agreement), each Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

- (i) all Trademarks (as defined below) and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, "Trademarks" shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States or any equivalent foreign office or agency, as well as any unregistered trademarks and service marks used by any Grantor and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Security Interest.

SECTION 4. Credit Documents. The assignment made, and security interest granted, pursuant to this Security Interest is made and granted in conjunction with the assignment made, and security interest granted, to the Grantee pursuant to the Credit Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and such Grantor further agrees that such Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of such Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

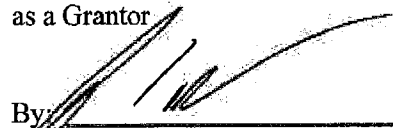
SECTION 7. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Neither Grantor may assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by each Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

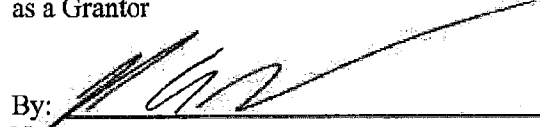
[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

JACKSON HEWITT INC.,
as a Grantor

By: 
Name: Peter Walker
Title: Senior Vice President and Chief Financial Officer

TAX SERVICES OF AMERICA, INC.,
as a Grantor

By: 
Name: Peter Walker
Title: Senior Vice President and Chief Financial Officer

CIBC BANK USA,
as Collateral Agent and Grantee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

JACKSON HEWITT INC.,
as a Grantor

By: _____
Name: _____
Title: _____

TAX SERVICES OF AMERICA, INC.,
as a Grantor

By: _____
Name: _____
Title: _____

CIBC BANK USA,
as Collateral Agent and Grantee

By: Timothy P. Roberts
Name: Timothy P. Roberts
Title: Managing Director

SCHEDULE A

TRADEMARKS REGISTRATIONS

MARK	REG. NO.	REG. DATE	OWNER
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.
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.
GET EVERY DOLLAR YOU DESERVE	3,935,309	3/22/2011	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.
JH & Design	5,541,278	8/14/2018	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.

TRADEMARK APPLICATIONS

MARK	SERIAL NO.	REG. DATE (FILING DATE)	OWNER
WORKING HARD FOR THE HARDEST WORKING	(86/474,470)	(12/8/2014)	Jackson Hewitt Inc.