

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM523909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty Tax, Inc.		05/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	One Citizens Plaza		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	5542087	FILE TAXES FOR YOURSELF, NOT BY YOURSELF	
Registration Number:	5509978	YOU DO LIFE. WE DO TAXES.	
Registration Number:	5427721	LIBTAX	
Registration Number:	5194029	LIBERTY TAX REDEMPTION FUND	
Registration Number:	5194028	LIBERTY TAX REDEMPTION FUND	
Registration Number:	5156770	#BELONGATLIBERTY	
Registration Number:	4705352	A LIBERTY ACCOUNTING	
Registration Number:	4705350	A LIBERTY ACCOUNTING	
Registration Number:	4705316	LIBERTY ACCOUNTING	
Registration Number:	4705315	LIBERTY ACCOUNTING	
Registration Number:	4498867	INTAXICATED	
Registration Number:	4271695	ZUBEDA	
Registration Number:	4146050	TAX HERO	
Registration Number:	4146049	TAX CHAMP	
Registration Number:	4146048	TAX ANIMAL	
Registration Number:	4146047	TAX ANGEL	
Registration Number:	3934130	UNA FAMILIA SIN FRONTERAS	
Registration Number:	3916914	TAX SCRATCH FEVER	
Registration Number:	3738741		

CH \$1190.00 5542087

Property Type	Number	Word Mark
Registration Number:	3574394	
Registration Number:	3545630	
Registration Number:	3480370	CASH IN A FLASH
Registration Number:	3167134	
Registration Number:	2991965	AMERICA'S FASTEST REFUNDS
Registration Number:	2479692	LIBERTY TAX SERVICE
Registration Number:	2465670	LIBERTY TAX
Registration Number:	2459756	LIBERTY INCOME TAX
Registration Number:	2314991	LIBERTY TAX SERVICE
Serial Number:	88048141	LIFE ON YOUR OWN TERMS
Serial Number:	88317203	PHOENIX
Serial Number:	88282428	THRIVE ON YOUR OWN TERMS
Serial Number:	88048149	WINNING CUSTOMERS FOR LIFE
Serial Number:	87567942	LIBPRO
Registration Number:	4796529	UNIFIED PARTNERS
Registration Number:	4796401	ACA HEALTHQUEST
Registration Number:	4785508	SIEMPRETAX+
Registration Number:	4753411	SIEMPRETAX+
Registration Number:	4740840	SIEMPRE CONTIGO
Registration Number:	4733330	SIEMPRETAX SOLUCIONES EN TU IDIOMA
Registration Number:	4733252	SIEMPRETAX
Registration Number:	4064252	DOÑA LIBERTAD
Registration Number:	3934165	WELCOME! !BIENVENIDOS!
Registration Number:	4216379	E SMART
Registration Number:	4204477	ESMART TAX
Registration Number:	2802038	COMPLETETAX
Registration Number:	2526313	ESMART TAX
Registration Number:	4186819	TAXBRAIN

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 212-326-3939

Email: elabarge@jonesday.com, wtokmakidis@jonesday.com

Correspondent Name: Monica Noguera

Address Line 1: 250 Vesey Street

Address Line 2: Jones Day

Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	741887-600240
NAME OF SUBMITTER:	Monica Noguera
SIGNATURE:	/Monica Noguera/
DATE SIGNED:	05/16/2019
Total Attachments: 7 source=Citizens_Liberty_Tax_Trademark Security Agreement_Executed#page1.tif source=Citizens_Liberty_Tax_Trademark Security Agreement_Executed#page2.tif source=Citizens_Liberty_Tax_Trademark Security Agreement_Executed#page3.tif source=Citizens_Liberty_Tax_Trademark Security Agreement_Executed#page4.tif source=Citizens_Liberty_Tax_Trademark Security Agreement_Executed#page5.tif source=Citizens_Liberty_Tax_Trademark Security Agreement_Executed#page6.tif source=Citizens_Liberty_Tax_Trademark Security Agreement_Executed#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2019 (as amended, restated, supplemented or otherwise modified, this “Agreement”), among LIBERTY TAX, INC., a Delaware corporation (the “Borrower”), each Subsidiary party hereto as of the date hereof (collectively, the “Subsidiaries” and together with the Borrower, the “Grantors”) and CITIZENS BANK, N.A., as the Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of May 16, 2019 among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of May 16, 2019, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (including, without limitation, those described on Schedule I) (collectively, the “Trademarks”);

all reissues, continuations, extensions and renewals thereof and amendments thereto;

all goodwill associated therewith or symbolized by any of the foregoing;

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto; and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

LIBERTY TAX, INC.

By: 

Name: Michael Piper

Title: Vice President and Chief Financial Officer

JTH TAX, INC.

By: 

Name: Kathleen Curry

Title: Secretary

SIEMPRETAX+ LLC

By: Liberty Tax, Inc., its Manager

By: 

Name: Michael Piper

Title: Vice President and Chief Financial Officer

LTS SOFTWARE INC.

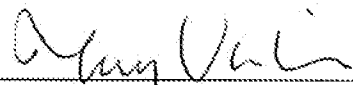
By: 

Name: Kathleen Curry

Title: President

[Signature Page to Trademark Security Agreement]

CITIZENS BANK, N.A., as the Administrative Agent

By: 
Name: Tracy Van Riper
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006647 FRAME: 0328

SCHEDULE I
TRADEMARKS

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
JTH Tax, Inc.	FILE TAXES FOR YOURSELF, NOT BY YOURSELF	5542087	08/14/18	87454721	5/18/17
JTH Tax, Inc.	YOU DO LIFE. WE DO TAXES.	5509978	07/03/18	87617367	9/21/17
JTH Tax, Inc.	LIBTAX	5427721	03/20/18	87567924	08/14/17
JTH Tax, Inc.	LIBERTY TAX REDEMPTION FUND and Design	5194029	05/02/17	86905486	02/11/16
JTH Tax, Inc.	LIBERTY TAX REDEMPTION FUND	5194028	05/02/17	86905442	02/11/16
JTH Tax, Inc.	#BELONGATLIBERTY	5156770	03/07/17	86623315	05/08/15
JTH Tax, Inc.	A LIBERTY ACCOUNTING and Design	4705352	03/17/15	86283825	05/16/14
JTH Tax, Inc.	A LIBERTY ACCOUNTING and Design	4705350	03/17/15	86283713	05/16/14
JTH Tax, Inc.	LIBERTY ACCOUNTING	4705316	03/17/15	86271477	05/05/14
JTH Tax, Inc.	LIBERTY ACCOUNTING	4705315	03/17/15	86271459	05/05/14
JTH Tax, Inc.	INTAXICATED	4498867	03/18/14	85691379	07/31/12
JTH Tax, Inc.	ZUBEDA	4271695	01/08/13	85627308	05/16/12
JTH Tax, Inc.	TAX HERO	4146050	05/22/12	85426018	09/19/11
JTH Tax, Inc.	TAX CHAMP	4146049	05/22/12	85426016	09/19/11
JTH Tax, Inc.	TAX ANIMAL	4146048	05/22/12	85426013	09/19/11
JTH Tax, Inc.	TAX ANGEL	4146047	05/22/12	85426001	09/19/11
JTH Tax, Inc.	UNA FAMILIA SIN FRONTERAS	3934130	03/22/11	85064027	06/16/10
JTH Tax, Inc.	TAX SCRATCH FEVER	3916914	02/08/11	85071373	06/25/10
JTH Tax, Inc.	Design Only	3738741	01/19/10	77579858	09/26/08
JTH Tax, Inc.	Design Only	3574394	02/17/09	76688329	04/01/08
JTH Tax, Inc.	Design Only	3545630	12/16/08	76635189	04/05/05
JTH Tax, Inc.	CASH IN A FLASH	3480370	08/05/08	77365636	01/07/08
JTH Tax, Inc.	Design Only	3167134	11/07/06	76617154	10/21/04
JTH Tax, Inc.	AMERICA'S FASTEST REFUNDS	2991965	09/06/05	78375401	02/27/04

JTH Tax, Inc.	LIBERTY TAX SERVICE and Design	2479692	08/21/01	76066158	06/08/00
JTH Tax, Inc.	LIBERTY TAX	2465670	07/03/01	76066157	06/08/00
JTH Tax, Inc.	LIBERTY INCOME TAX	2459756	06/12/01	76066164	06/08/00
JTH Tax, Inc.	LIBERTY TAX SERVICE	2314991	02/01/00	75462809	04/06/98
JTH Tax, Inc.	LIFE ON YOUR OWN TERMS			88048141	07/23/18
JTH Tax, Inc.	PHOENIX			88317203	02/26/19
JTH Tax, Inc.	THRIVE ON YOUR OWN TERMS			88282428	01/30/19
JTH Tax, Inc.	WINNING CUSTOMERS FOR LIFE			88048149	07/23/18
JTH Tax, Inc.	LIBPRO			87567942	08/14/2017
ACA Healthquest, LLC	UNIFIED PARTNERS	4796529	08/18/15	86316051	06/20/14
ACA Healthquest, LLC	ACA HEALTHQUEST	4796401	08/18/15	86288872	05/22/14
Siempretax+ LLC	SIEMPRETAX+	4785508	08/04/15	86477867	12/11/14
Siempretax+ LLC	SIEMPRETAX+ and Design	4753411	06/09/15	86386202	09/05/14
Siempretax+ LLC	SIEMPRE CONTIGO	4740840	05/19/15	86328051	07/03/14
Siempretax+ LLC	SIEMPRETAX+ SOLUCIONES EN TU IDIOMA and Design	4733330	05/05/15	86385605	09/04/14
Siempretax+ LLC	SIEMPRETAX	4733252	05/05/15	86328047	07/03/14
Siempretax+ LLC	DOÑA LIBERTAD	4064252	11/29/11	85080524	07/08/10
Siempretax+ LLC	WELCOME! !BIENVENIDOS! and design	3934165	03/22/11	85071497	06/25/10
LTS Software, Inc.	E SMART and Design	4216379	10/02/12	85356804	06/27/11
LTS Software, Inc.	ESMART TAX	4204477	09/11/12	85332083	05/27/11

LTS Software, Inc.	COMPLETETAX	2802038	01/06/04	76486049	01/30/03
LTS Software, Inc.	ESMART TAX	2526313	01/01/02	76050547	05/16/00
LTS Software, Inc.	TAXBRAIN	4186819	08/07/12	85509840	01/05/12