

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jackson Hewitt Tax Service Inc.		12/04/2019	Corporation:
Jackson Hewitt Inc.		12/04/2019	Corporation:
Tax Services of America, Inc.		12/04/2019	Corporation:
Jackson Hewitt Technology Services LLC		12/04/2019	Limited Liability Company:
Assist Parent LLC		12/04/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	CIBC Bank USA, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 17

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5541278	JH
Registration Number:	1927058	HOLLAND INCOME TAX
Registration Number:	5697539	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.

Email: ahesla@duanemorris.com

Correspondent Name: Tracy Schovain

Address Line 1: 190 S LaSalle Street Suite 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: E7407-00352

NAME OF SUBMITTER: Tracy Schovain

SIGNATURE: /s/ Tracy Schovain

DATE SIGNED: 12/05/2019

Total Attachments: 9

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**ACKNOWLEDGEMENT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Acknowledgement**”) dated as of December 4, 2019, is made by Assist Parent LLC, a Delaware limited liability company (“**Holdings**”), Jackson Hewitt Tax Service Inc., a Delaware corporation (“**Borrower**”), Jackson Hewitt Inc., a Virginia corporation (“**JHI**”), Tax Services of America, Inc., a Delaware corporation (“**Tax Services**”), Jackson Hewitt Technology Services LLC, a Delaware limited liability company (“**Technology Services**”, together with JHI, Tax Services, Holdings and Borrower, collectively, “**Grantors**”), in favor of **CIBC BANK USA**, an Illinois banking corporation in its capacity as administrative agent for the Lenders identified below (together with its successors and assigns, the “**Administrative Agent**”).

RECITALS

WHEREAS, Holdings, Borrower, the loan parties thereto, the lenders party thereto (“**Lenders**”), and the Administrative Agent are parties to that certain Credit Agreement dated of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Credit Agreement**”), which provides for Administrative Agent on behalf of Lenders to make certain loans to Borrower, and Grantors and Administrative Agent are parties to that certain Guaranty and Collateral Agreement dated of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Security Agreement**”), which provides for the grant by Grantors to Administrative Agent for the benefit of Lenders of a security interest in Grantors’ assets, including, without limitation, their patents, patent applications, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof; and

WHEREAS, this Acknowledgement has been granted in conjunction with the security interest granted under the Security Agreement to Administrative Agent.

NOW, THEREFORE, the parties hereto agree as follows:

1. Security Interest in Intellectual Property. Grantors hereby acknowledge their grant to Administrative Agent of a continuing security interest in and to any and all of Grantors’ right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Exhibit A, all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Exhibit A, and all rights to obtain any reissues or extensions of the foregoing (collectively, the “**Patents**”);

(ii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business

identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Exhibit B, and the right to obtain all renewals thereof, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including those listed on Exhibit C, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing (collectively, the “**Copyrights**”).

2. Effect on Credit Agreement. Grantors acknowledge and agree that this Acknowledgement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or Lenders under the Security Agreement or the Credit Agreement but rather is intended to be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office in order to provide notice of Administrative Agent’s security interest. In the event of a conflict between the Security Agreement and this Acknowledgement, the terms of the Security Agreement shall control.

3. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Credit Agreement in accordance with its terms, this Acknowledgement shall automatically terminate, and Administrative Agent shall execute and deliver any document reasonably requested by Grantors, at Grantors’ sole cost and expense, as is necessary to evidence the termination of the security interest granted by Grantors to Administrative Agent hereunder.

4. Severability. The provisions of this Acknowledgement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Acknowledgement in any jurisdiction.

5. Modification. This Acknowledgement cannot be altered, amended or modified in any way, except by a writing signed by Grantors and Administrative Agent; provided, however, Administrative Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Grantors in which Administrative Agent is granted a security interest in accordance with the Security Agreement after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

6. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Acknowledgement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto

sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

7. Further Assurances. Grantors acknowledge that a copy of this Acknowledgement will be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office, at the sole cost and expense of Grantors, and Grantors hereby authorize the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Acknowledgement upon request of or direction by Administrative Agent or its agent.

8. GOVERNING LAW. THIS ACKNOWLEDGEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY OF THIS ACKNOWLEDGEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

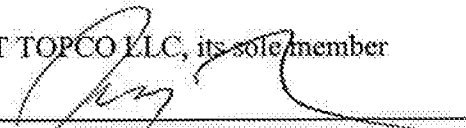
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Acknowledgment of Security Interest in Intellectual Property in favor of Administrative Agent, as of the date first written above.

GRANTORS:

ASSIST PARENT LLC, a Delaware limited liability company

By: ASSIST TOPCO LLC, its sole member

By: 

Name: Jeremy Schein

Title: President

JACKSON HEWITT TAX SERVICE INC., a Delaware corporation

By: _____

Name: Rick Goldberg

Title: Chief Financial Officer

JACKSON HEWITT INC., a Virginia corporation

By: _____

Name: Rick Goldberg

Title: Chief Financial Officer

TAX SERVICES OF AMERICA, INC., a Delaware corporation

By: _____

Name: Rick Goldberg

Title: Chief Financial Officer

JACKSON HEWITT TECHNOLOGY SERVICES LLC, a Delaware limited liability company

By: _____

Name: Rick Goldberg

Title: Chief Financial Officer

Acknowledgment of Security Interest in Intellectual Property

IN WITNESS WHEREOF, the undersigned has duly executed this Acknowledgment of Security Interest in Intellectual Property in favor of Administrative Agent, as of the date first written above.

GRANTORS:

ASSIST PARENT LLC, a Delaware limited liability company

By: ASSIST TOPCO LLC, its sole member

By: _____

Name: Jeremy Schein

Title: President

JACKSON HEWITT TAX SERVICE INC., a Delaware corporation

By: Richard W. Goldberg

Name: Rick Goldberg

Title: Chief Financial Officer

JACKSON HEWITT INC., a Virginia corporation

By: Richard W. Goldberg

Name: Rick Goldberg

Title: Chief Financial Officer

TAX SERVICES OF AMERICA, INC., a Delaware corporation

By: Richard W. Goldberg

Name: Rick Goldberg

Title: Chief Financial Officer

JACKSON HEWITT TECHNOLOGY SERVICES LLC, a Delaware limited liability company

By: Richard W. Goldberg

Name: Rick Goldberg

Title: Chief Financial Officer

Acknowledgment of Security Interest in Intellectual Property

TRADEMARK

REEL: 006809 FRAME: 0534

Agreed and Accepted:

CIBC Bank USA

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

Acknowledgment of Security Interest in Intellectual Property

TRADEMARK
REEL: 006809 FRAME: 0535

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

Trademarks

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.
WORKING HARD FOR THE HARDEST WORKING	5,697,539	3/12/2019	Jackson Hewitt Inc.

Trademark Applications

MARK	SERIAL NO.	REG. DATE (FILING DATE)	OWNER

EXHIBIT C
COPYRIGHTS

COPYRIGHTS

TITLE	REG. NO.	REG. DATE	OWNER
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.