

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562272

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Franchise Group Intermediate L 2, LLC		02/14/2020	Limited Liability Company:
JTH Tax LLC		02/14/2020	Limited Liability Company:
Siempretax+ LLC		02/14/2020	Limited Liability Company:
LTS Software LLC		02/14/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Kayne Solutions Fund, L.P., as Collateral Agent
Street Address:	1800 Avenue of the Stars, Third Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 48

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3934130	UNA FAMILIA SIN FRONTERAS
Registration Number:	3916914	TAX SCRATCH FEVER
Registration Number:	3738741	
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
Registration Number:	5829057	PHOENIX
Registration Number:	5839086	THRIVE ON YOUR OWN TERMS
Registration Number:	5904483	WINNING CUSTOMERS FOR LIFE
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
Serial Number:	88048141	LIFE ON YOUR OWN TERMS
Serial Number:	88486976	LIBERTY LOAN
Serial Number:	87567942	LIBPRO

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 96841-30080

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 02/14/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2020 (as amended, restated, supplemented or otherwise modified, this "Agreement"), by and among the parties as "Grantors" on the signature pages hereto (each such Person, individually, a "Grantor" and, collectively, the "Grantors") and Kayne Solutions Fund, L.P., as the collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below)(in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement, dated as of February 14, 2020 among the Borrowers party thereto, the Lenders party thereto and the Collateral 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 February 14, 2020, by and among the Grantors party thereto and the Collateral 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 Borrowers subject to the terms and conditions set forth in the Credit Agreement, and the Grantors, each of which is a direct or indirect Subsidiary of the Borrowers, have secured the Borrowers' 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 Borrowers' Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral 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"):

(a) 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");

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto;

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

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

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

3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

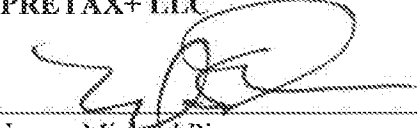
**FRANCHISE GROUP INTERMEDIATE L 2,
LLC**

By: 
Name: Michael Piper
Title: Chief Financial Officer

JTH TAX LLC

By: 
Name: Michael Piper
Title: Chief Financial Officer

SIEMPRETAX+ LLC

By: 
Name: Michael Piper
Title: Chief Financial Officer

LTS SOFTWARE LLC

By: _____
Name: Daniel Brashier
Title: Treasurer

[Signature Page to Trademark Security Agreement]

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

**FRANCHISE GROUP INTERMEDIATE L 2,
LLC**

By: _____
Name: Michael Piper
Title: Chief Financial Officer

JTH TAX LLC

By: _____
Name: Michael Piper
Title: Chief Financial Officer

SIEMPRETAX+ LLC

By: _____
Name: Michael Piper
Title: Chief Financial Officer

LTS SOFTWARE LLC

By:  _____
Name: Daniel Brashier
Title: Treasurer

[Signature Page to Trademark Security Agreement]

KAYNE SOLUTIONS FUND, L.P., as the
Collateral Agent

By: 
Name: Jon Levinson
Title: Managing Partner

SCHEDULE I
TRADEMARKS

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
JTH Tax LLC	FILE TAXES FOR YOURSELF, NOT BY YOURSELF	5542087	08/14/18	87454721	5/18/17
JTH Tax LLC	YOU DO LIFE. WE DO TAXES.	5509978	07/03/18	87617367	9/21/17
JTH Tax LLC	LIBTAX	5427721	03/20/18	87567924	08/14/17
JTH Tax LLC	LIBERTY TAX REDEMPTION FUND and Design	5194029	05/02/17	86905486	02/11/16
JTH Tax LLC	LIBERTY TAX REDEMPTION FUND	5194028	05/02/17	86905442	02/11/16
JTH Tax LLC	#BELONGATLIBERTY	5156770	03/07/17	86623315	05/08/15
JTH Tax LLC	A LIBERTY ACCOUNTING and Design	4705352	03/17/15	86283825	05/16/14
JTH Tax LLC	A LIBERTY ACCOUNTING and Design	4705350	03/17/15	86283713	05/16/14
JTH Tax LLC	LIBERTY ACCOUNTING	4705316	03/17/15	86271477	05/05/14
JTH Tax LLC	LIBERTY ACCOUNTING	4705315	03/17/15	86271459	05/05/14
JTH Tax LLC	INTAXICATED	4498867	03/18/14	85691379	07/31/12
JTH Tax, Inc.	ZUBEDA ¹	4271695	01/08/13	85627308	05/16/12
JTH Tax LLC	TAX HERO	4146050	05/22/12	85426018	09/19/11
JTH Tax LLC	TAX CHAMP	4146049	05/22/12	85426016	09/19/11
JTH Tax LLC	TAX ANIMAL	4146048	05/22/12	85426013	09/19/11
JTH Tax LLC	TAX ANGEL	4146047	05/22/12	85426001	09/19/11
JTH Tax LLC	UNA FAMILIA SIN FRONTERAS	3934130	03/22/11	85064027	06/16/10
JTH Tax LLC	TAX SCRATCH FEVER	3916914	02/08/11	85071373	06/25/10
JTH Tax LLC	Design Only	3738741	01/19/10	77579858	09/26/08
JTH Tax LLC	Design Only	3574394	02/17/09	76688329	04/01/08
JTH Tax, Inc.	Design Only ²	3545630	12/16/08	76635189	04/05/05
JTH Tax LLC	CASH IN A FLASH	3480370	08/05/08	77365636	01/07/08
JTH Tax LLC	Design Only	3167134	11/07/06	76617154	10/21/04
JTH Tax LLC	AMERICA'S FASTEST REFUNDS	2991965	09/06/05	78375401	02/27/04
JTH Tax LLC	LIBERTY TAX SERVICE and Design	2479692	08/21/01	76066158	06/08/00
JTH Tax LLC	LIBERTY TAX	2465670	07/03/01	76066157	06/08/00
JTH Tax LLC	LIBERTY INCOME TAX	2459756	06/12/01	76066164	06/08/00

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
JTH Tax LLC	LIBERTY TAX SERVICE	2314991	02/01/00	75462809	04/06/98
JTH Tax LLC	LIFE ON YOUR OWN TERMS			88048141	07/23/18
JTH Tax LLC	PHOENIX	5829057	08/06/19	88317203	02/26/19
JTH Tax LLC	THRIVE ON YOUR OWN TERMS	5839086	08/20/19	88282428	01/30/19
JTH Tax LLC	WINNING CUSTOMERS FOR LIFE	5904483	11/05/19	88048149	07/23/18
JTH Tax LLC	LIBERTY LOAN			88486976	06/24/19
JTH Tax LLC	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 LLC	E SMART and Design	4216379	10/02/12	85356804	06/27/11
LTS Software LLC	ESMART TAX	4204477	09/11/12	85332083	05/27/11
LTS Software LLC	COMPLETETAX	2802038	01/06/04	76486049	01/30/03
LTS Software LLC	ESMART TAX	2526313	01/01/02	76050547	05/16/00
LTS Software LLC	TAXBRAIN	4186819	08/07/12	85509840	01/05/12