

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Community Tax LLC		06/29/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	DRAKE ENTERPRISES LTD., as Administrative Agent		
Street Address:	290 Stonecreek Drive		
City:	Franklin		
State/Country:	NORTH CAROLINA		
Postal Code:	28734		
Entity Type:	S-Corp: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6072201	COMMUNITY TAX RELIEF	
Registration Number:	6213867	C COMMUNITY TAX	
Registration Number:	6213871	COMMUNITY TAX	
Registration Number:	4910256	1-800-IRS-PROS	
CORRESPONDENCE DATA			
Fax Number:	6172890809		
<i>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.</i>			
Phone:	2025361751		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	Vincent J. Badolato, Brown Rudnick LLP		
Address Line 1:	601 Thirteenth Street NW Suite 600		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	036350.0008		
NAME OF SUBMITTER:	Vincent J. Badolato		
SIGNATURE:	/Vincent J Badolato/		
DATE SIGNED:	07/01/2022		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “*Grant of Security Interest in Trademarks*”), dated as of June 29, 2022 by COMMUNITY TAX LLC, an Illinois limited liability company (the “*Grantor*”), in favor of DRAKE ENTERPRISES LTD., as Administrative Agent under the Security Agreement referred to below (the “*Grantee*”).

RECITALS

WHEREAS, the Grantor owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, the Grantee desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien on the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of June 29, 2022, among CTAX ACQUISITION LLC, a Delaware limited liability company (the “*Borrower*”), the Grantor, certain other Subsidiaries of the Borrower from time to time party thereto, and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, and trademark applications set forth on Schedule A attached hereto, and any and all goodwill associated therewith (collectively, the “*Marks*”), together with (ii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same (collectively, the “*Trademark Collateral*”). In no event shall Trademark Collateral include any Excluded Collateral.

This Grant of Security Interest in Trademarks is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest in Trademarks has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Trademarks are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the date first set forth above.

GRANTOR:

COMMUNITY TAX LLC, an Illinois limited liability company

By: 

Print Name: Brent Turner

Title: President

GRANTEE:

DRAKE ENTERPRISES LTD., as Administrative Agent

By: _____

Name: James Stiles

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Drake)]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the date first set forth above.

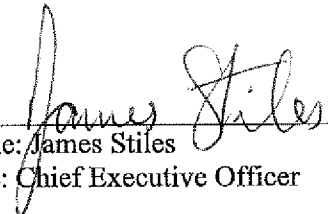
GRANTOR:

COMMUNITY TAX LLC, an Illinois limited liability company


By: _____
Print Name: _____
Title: _____

GRANTEE:

DRAKE ENTERPRISES LTD., as Administrative Agent

By:  _____
Name: James Stiles
Title: Chief Executive Officer

Schedule A – Trademarks

Country	Owner	Mark	Reg. No.	Issue Date	Owner
USA	Community Tax, LLC	Community Tax Relief	6072201	06/09/2020	Community Tax LLC
USA	Community Tax, LLC		6213867	12/08/2020	Community Tax LLC
USA	Community Tax, LLC	Community Tax	6213871	12/08/2020	Community Tax LLC
USA	Community Tax, LLC	1-800-IRS-PROS	4910256	03/01/2016	Community Tax LLC

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