

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Unit Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Second Decimal, LLC		02/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ryan, LLC		
Street Address:	13155 Noel Road		
Internal Address:	Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3800598	COMMANDPOINT	
Registration Number:	3951378	CONTROLPOINT	
Registration Number:	4223032	FILEPOINT	
Registration Number:	3759105	PINPOINT	
Registration Number:	4029509	RATEPOINT	
Registration Number:	3850594	SECOND DECIMAL	
Registration Number:	3861596	TAX SOLUTIONS THAT GET TO THE POINT	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<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:	2142064300		
Email:	trina@richardlawgroup.com		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	8411 Preston Road, Suite 890		
Address Line 4:	Dallas, TEXAS 75225		
ATTORNEY DOCKET NUMBER:	RYAN-0002		
NAME OF SUBMITTER:	Molly Buck Richard		

OP \$190.00 3800598

SIGNATURE:	/Molly Buck Richard/
DATE SIGNED:	02/11/2016
Total Attachments: 9 source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page1.tif source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page2.tif source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page3.tif source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page4.tif source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page5.tif source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page6.tif source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page7.tif source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page8.tif source=Second Decimal LLC-Ryan, LLC Unit Purchase Agreement#page9.tif	

UNIT PURCHASE AGREEMENT

THIS UNIT PURCHASE AGREEMENT (this "Agreement"), dated as of February 25, 2015, by and among RYAN, LLC, a Delaware limited liability company ("Buyer"), with a principal business address at Three Galleria Tower, 13155 Noel Road, Suite 100, Dallas, Texas 75204-5090, SECOND DECIMAL LLC, a Delaware limited liability company (the "Company"), with a principal business address at 500 Burlington Centre, 25 Corporate Drive, Suite 275, Burlington, Massachusetts 01803, and each of the members of the Company listed on the signature pages hereto (each, a "Seller," and collectively, "Sellers"). Buyer, Sellers, and the Company are sometimes referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the Company is engaged in the business of providing tax technology services related to corporate tax compliance (the "Business");

WHEREAS, the Company is the owner of proprietary workflow, tax calculation and certificate management software products that are an essential part of the Business;

WHEREAS, Sellers own collectively all of the duly issued and outstanding Preferred Units and Common Units authorized by the Company's First Amended and Restated Limited Liability Company Agreement, dated effective as of May 19, 2009 (the "LLC Agreement") (collectively, the "Units");

WHEREAS, Buyer is engaged in various professional services businesses and desires to expand its tax technology business by purchasing the Units from Sellers; and

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, the Units in accordance with the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1.

PURCHASE AND SALE OF UNITS

1.1. Transfer of Units at Closing. At the Closing (as defined in Section 7.1 hereof), subject to and upon the terms and conditions provided herein, and in reliance upon the representations, warranties and covenants of Sellers and the Company set forth herein, Sellers will sell, assign, transfer, convey, and deliver to Buyer, and Buyer will acquire, purchase and accept from Sellers the Units, free and clear of all Liens (as defined in Section 3.9 hereof) for the consideration specified in Section 1.2.

1.2. Consideration for Units.

(A) Preferred Units Purchase Price. As full consideration for the sale of the Preferred Units, consisting of the transfer and conveyance of the Preferred Units by the

ARTICLE 2.
REPRESENTATIONS AND WARRANTIES REGARDING SELLERS

Each Seller hereby severally represents and warrants to Buyer that as of the Closing (i) such Seller holds all right, title and interest in and to the Units such Seller purports to hold on Schedule 2.1, free and clear of all Liens; (ii) the obligations of such Seller in connection with the transaction contemplated by this Agreement have been duly authorized, if applicable; (iii) the documents to be entered into by such Seller have been fully executed by such Seller and delivered to Buyer and are enforceable against such Seller in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into in connection with the transactions contemplated by this Agreement, nor the performance of such Seller's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

Each Seller hereby severally represents and warrants to Buyer that the following shall be true and correct as of the date hereof and as of the Closing:

3.1. Capitalization. As of the date hereof, and immediately prior to the Closing, Sellers collectively hold all of the outstanding Units of the Company, all of which Units are set forth next to each Seller's name on Schedule 3.1. All of such Units have been validly issued and are fully paid and nonassessable. Except as set forth on Schedule 3.1, there are no contracts, commitments, understandings or arrangements by which the Company is or may become bound to issue any Units of the Company. There are no voting trusts, proxies, buy-sell, rights of first refusal, options, or rights to purchase, or other agreements or understandings with respect to the voting or transfer of any Units of the Company. Immediately prior to the Closing, all Units are owned beneficially by Sellers, free and clear of all Liens. Immediately following the Closing, Buyer shall own all of the outstanding Units of the Company, free and clear of any Liens.

3.2. Organization and Existence of the Company. The Company is a limited liability company that is duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in every other jurisdiction in which the nature of its business or its ownership of property requires it to be so qualified. The Company has all requisite corporate power and authority to (A) consummate the terms of this Agreement and any other document, certificate, instrument or agreement to be entered into hereunder (the "Ancillary Documents"); (B) own and operate its assets and properties; and (C) carry on the Business as heretofore conducted.

3.3. Authority. The Company has taken all necessary action to approve this Agreement and the Ancillary Documents, to authorize its officers to execute and deliver this Agreement and the Ancillary Documents, and to execute and deliver such further documents as are necessary and proper to consummate the terms and provisions of this Agreement and the Ancillary Documents. Upon the execution of this Agreement and the Ancillary Documents, this Agreement and the Ancillary Documents will constitute the valid and legally binding obligation of the Company, enforceable in accordance with their respective terms, subject to the effect of

Knowledge, the other party thereto, enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, foreclosure and other laws affecting creditors' rights and remedies generally; (2) the Company is in compliance with the provisions thereof; (3) to Sellers' Knowledge, the other party thereto is not in default in the performance, observance or fulfillment of any obligation, covenant or condition contained therein; and (4) to Sellers' Knowledge, no event has occurred that with or without giving notice or lapse of time, or both, would constitute a default thereunder.

3.10. Knowledge. For the purposes of this Agreement, "Knowledge" means the actual knowledge of Sellers and knowledge that Sellers could have obtained in the management of the Company after exercising reasonable due diligence with respect thereto.

3.11. Title to Assets; Sufficiency. The Company has good and valid title to, or a valid lease interest in, all items of tangible personal property currently owned or leased by the Company free and clear of any mortgages, pledges, liens, charges, security interests, leases or encumbrances ("Liens"). All such properties and assets of the Company are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing, and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

3.12. Intellectual Property.

(A) Schedule 3.12(A) contains a complete and accurate list and description of each item of Intellectual Property in which the Company has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise), and constitutes all of the Intellectual Property necessary for use in, or required for the conduct of the Business as conducted by the Company. The Company owns or has the right to use, as presently being used in the conduct of the Business, all of the Intellectual Property. No person has asserted that the use of the Intellectual Property in the Business as currently conducted by the Company infringes any intellectual property rights of a third party. The Company has a valid, fully paid (to the date hereof) license from all required licensors for all software owned or used by the Company in connection with the Business. "Intellectual Property" means all intellectual property owned or licensed by the Company, or to which the Company has any rights, and used by the Company in the operation of the Business (excluding intellectual property belonging to third parties which is not transferrable or assignable to Buyer), including, without limitation, all of the following worldwide intangible legal rights, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (1) all patents, patent applications, and patent rights, including any and all continuations, divisions, reissues, reexaminations or extensions thereof; (2) all rights associated with works of authorship, including, but not limited to, copyrights, copyright applications and copyright registrations; (3) all registered and unregistered state and federal trademarks and servicemarks, trademark applications and registrations and all goodwill associated therewith; (4) all rights relating to the protection of trade secrets, know-how and other confidential information, including, but not limited to, rights in industrial property and all associated information and other confidential or proprietary information; (5) all industrial design rights; (6) all rights to inventions, discoveries, and

ideas, whether patentable or not, including the right to seek patent protection for inventions and discoveries; (7) the right to obtain an assignment of any of the rights set forth in the preceding clauses under employment agreements and otherwise, to the extent transferrable or assignable, the Company's right to use any licensed software or other licensed intellectual property; and (8) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property together with all rights corresponding thereto throughout the world, including all income, royalties, damages and payments for past and future infringements thereof, together with full right to sue for and recover all damages and profits recoverable for infringements of such rights, and all intellectual property rights and all other proprietary information, including, but not limited to, trade secrets;

(B) Schedule 3.12(B) contains a complete and accurate list and summary description of each contract relating to the Intellectual Property pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any Intellectual Property ("IP Contracts"), including any royalties paid or received by the Company, and the Company has delivered to Buyer accurate and complete copies of the IP Contracts, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than \$ _____ under which the Company is the licensee ("Packaged Software"). There are no outstanding and, to Sellers' Knowledge, no threatened disputes or disagreements with respect to any IP Contract. The Company has all fully paid-up licenses for all Packaged Software used or available to the Business.

(C) Except as described in Schedule 3.12(C), the Company is not bound by, and no Intellectual Property is subject to, any IP Contracts containing any covenant or other provision that in any way limits or restricts the ability of the Company to use, exploit, assert, or enforce any Intellectual Property anywhere in the world.

(D) All documents and instruments necessary to establish, perfect and maintain the rights of the Company in the Intellectual Property have been validly executed, delivered and filed in a timely manner with the appropriate Governmental Entity.

(E) Each Person who is or was an employee or independent contractor of the Company and who is or was involved in the creation or development of any Intellectual Property has signed a valid and enforceable agreement containing an irrevocable assignment of any rights in the Intellectual Property to the Company and confidentiality provisions protecting the Intellectual Property, together with a waiver of all moral rights in such Intellectual Property.

(F) The Company owns all the Intellectual Property that was created by employees or independent contractors during their service to the Company.

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(G) No funding, facilities or personnel of any Governmental Entity or any college, university, or other educational institution were used, directly or indirectly, to develop or create, in whole or in part, any Intellectual Property.

(H) To Sellers' Knowledge, no Person has infringed, misappropriated, or otherwise violated, and no Person is currently infringing, misappropriating or otherwise violating, any Intellectual Property.

(I) The Company has never infringed (directly, contributorily, by inducement or otherwise), misappropriated or otherwise violated any intellectual property right of any other Person.

(J) No Intellectual Property infringes, violates, or makes unlawful use of any intellectual property right of, or contains any intellectual property misappropriated from, any other Person.

(K) No lien, interference, opposition, reissue, reexamination or other proceeding of any nature is or has been pending or, to Sellers' Knowledge, threatened, in which the scope, validity or enforceability of any Intellectual Property is being, has been or would reasonably be expected to be contested or challenged.

(L) To Sellers' Knowledge, there is no basis for a claim that any Intellectual property is invalid or unenforceable.

(M) The Company has complied in all material respects and is in compliance in all material respects with, has not materially violated and is not in material violation of, and has not received any notices of non-compliance or violation or alleged non-compliance or violation with respect to any United States federal, state, municipal, and county law, or the laws of any foreign country.

3.13. Records. The business records of the Company are complete and correct in all material respects for the purposes of the Business. At the Closing, all business records will be in the possession of the Company.

3.14. Material Partners. Schedule 3.14 lists all suppliers, customers and clients of the Company that received from the Company, or paid to the Company, \$ or more during the 2014 calendar year ("Material Partners"). Furthermore, except as described in Schedule 3.14, no Material Partner has notified the Company that it intends to terminate or materially reduce its relationship with the Company.

3.15. Restrictive Agreements. The Company is not a party to or bound by any agreement requiring the Company to assign any interest in any trade secret or proprietary information, or with respect to the Business, prohibiting or restricting the Company, as it relates to the Business, from competing in any business or geographical area or soliciting customers or otherwise restricting it from carrying on the Business anywhere in the world.

3.16. Receivables. Schedule 3.16 lists all billed and unbilled accounts receivable or work in progress of, deferred revenue and billable services provided by, the Company which (A)

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(viii) all filings and registrations with, and obtained all approvals from, all federal, state and local governmental agencies or authorities required in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby;

(ix) a Certificate of the Secretary of the Company (a) certifying that attached to such certificate are true and complete copies of the Company's (i) certificate of formation or organization, as amended through and in effect on the Closing Date; (ii) the LLC Agreement, as amended through and in effect on the Closing Date; and (iii) if required by the Company's organizational documents, resolutions of board of managers and members of the Company authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents to which the Company is a party and consummation of the transactions contemplated by this Agreement and the Ancillary Documents to which the Company is a party; and (b) certifying as to the incumbency of the officer(s) of such entity executing this Agreement and the Ancillary Documents on behalf of the Company;

(x) all necessary or appropriate payoff letters and other lien-release documentation;

(xi) amendments or terminations of contracts with Affiliates acceptable to Buyer; and

(xii) such other documents as may be specified in this Agreement or any exhibit or schedule hereto to be delivered by Sellers and the Company at the Closing and as may otherwise be reasonably required by Buyer to effect the transactions contemplated by this Agreement.

ARTICLE 8.
CONDITIONS TO CERTAIN OBLIGATIONS


8.1. Condition Precedent to Buyer's Obligations Hereunder. The obligation of Buyer to consummate this Agreement, and the transactions contemplated hereby, shall be subject to and conditioned upon the satisfaction at or before Closing of each of the following conditions; it being understood that the following conditions precedent are included herein for the exclusive benefit of Buyer, may be waived, in writing, in whole or in part, by Buyer at any time, and shall not survive the Closing:

(A) Covenants and Deliverables. All of the covenants and agreements contained in this Agreement to be complied with and performed by Sellers and the Company at or before the Closing shall have been complied with and performed in all respects, and Sellers and the Company shall have delivered to Buyer all of the Consents, documents and instruments that are required to be delivered by Sellers and the Company to Buyer at or prior to the Closing. Sellers and the Company shall have executed and delivered each of the Ancillary Documents to which they are a party. Sellers and the

IN WITNESS WHEREOF, this Unit Purchase Agreement has been executed by the Parties, the corporate Parties acting through their respective duly authorized officers, as of the date first above written.

COMPANY:

SECOND DECIMAL LLC, a Delaware
limited liability company

By: 
Jayme Fishman, Chief Executive Officer

BUYER:

RYAN, LLC, a Delaware limited liability
company

By: *G. Brint Ryan*
G. Brint Ryan, Chairman & CEO

**SCHEDULE 3.12 (A)
INTELLECTUAL PROPERTY**

Trademarks:

1. Second Decimal
2. Tax Solutions That Get To The Point
3. PinPoint
4. ControlPoint
5. RatePoint
6. CommandPoint
7. FilePoint

Domain Names:

1. Seconddecimal.com
2. Sd-apps.com