

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RedGear Technologies, Inc.		04/08/2013	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	Thomson Reuters (Tax & Accounting) Inc.
<b>Street Address:</b>	2395 Midway Road
<b>Internal Address:</b>	Mailstop 270
<b>City:</b>	Carrollton
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75006-2521
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3799952	ARKWORKS
Registration Number:	3880239	1040WORKS
Registration Number:	2700202	TAXWORKS
Registration Number:	3838299	TAXWORKS INSTITUTE
Registration Number:	3338803	TAXENGINE
Registration Number:	3997302	TAX WORKS
Serial Number:	85389574	TAXONE

**CORRESPONDENCE DATA**

Fax Number: 2035397774  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 203-539-8733  
 Email: donna.lavardera@thomsonreuters.com  
 Correspondent Name: Donna M. LaVardera

CH \$190.00 3799952

Address Line 1: One Station Place  
Address Line 2: Thomson Reuters  
Address Line 4: Stamford, CONNECTICUT 06902

NAME OF SUBMITTER:	Donna M. LaVardera
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Signature:	/DML/
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Date:	04/12/2013
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Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of April 8, 2013 (this "Instrument"), is made, executed and delivered by RedGear Technologies, Inc., a Missouri corporation ("Assignor"), and Thomson Reuters (Tax and Accounting) Inc., a Texas corporation ("Assignee").

### RECITALS

A. Assignor, Assignee and another person have entered into that certain Asset Purchase Agreement, dated as of April 8, 2013 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell, assign, transfer and deliver to Assignee, and Assignee agreed to purchase and assume from Assignor, the Purchased Assets defined therein, including certain intellectual property assets of Assignor (capitalized terms used but not defined in this Instrument shall have the meanings ascribed to such terms in the Purchase Agreement).

B. This Instrument is being entered into by Assignor and Assignee pursuant to the Purchase Agreement to effect the purchase, sale, assignment, assumption, transfer and delivery to Assignee of the trademark assets of Assignor described herein.

### AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and assumes from Assignor, all of Assignor's right, title and interest in, to and under each trademark, or application therefore, identified in Attachment A to this Instrument, together with any applications and/or registrations thereof and the goodwill of the business symbolized thereby (the "Marks"), including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all such right, title and interest in and to the Marks as fully and exclusively as would have been held and enjoyed by Assignor had the purchase, sale, assignment, assumption, transfer and delivery in this Instrument not been made.

2. Terms of the Purchase Agreement. No representations and warranties are made in this Instrument, but rather are expressly disclaimed, it being understood and agreed that all representations and warranties of the parties with respect to the Marks are governed by the Purchase Agreement. Nothing in this Instrument, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Purchase Agreement (including the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignor or Assignee

thereunder. In the event of a conflict between this Instrument and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control in all respects.

3. Miscellaneous Provisions.

(a) Authority to Record. Assignor hereby authorizes Assignee to record Assignee as the assignee and owner of the Marks in all appropriate governmental offices for the recordation and registration of the Marks, including the United States Patent and Trademark Office.

(b) Successors in Interest. This Instrument shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and their successors and assigns. With respect to a successor or assign of a party, references to such party shall also be a reference to such successor or assign.

(c) Number; Gender; Captions. Each attachment to this Instrument is hereby incorporated into, and made a part of, this Instrument. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders. Titles and captions of or in this Instrument are inserted only as a matter of convenience and for reference and in no way affect the scope or intent of this Instrument.

(d) Controlling Law. This Instrument shall be governed by, construed and enforced in accordance with the laws of the State of Delaware except the laws of that State that would render such choice of laws ineffective.

(e) Copies. This Instrument may be executed in two or more copies, each of which shall be deemed an original. Facsimile transmission of the signatures of the undersigned may be relied upon, and shall have the same legal and binding effect as the originals of such signatures.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Instrument as of the date first above written.

REDGEAR TECHNOLOGIES, INC.

THOMSON REUTERS (TAX & ACCOUNTING) INC.

By: Richard K. Agar  
Name: Richard K. Agar  
Title: Senior vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Missouri )  
 ) ss  
COUNTY OF Jackson )

Acknowledged before me in Jackson County, Missouri, this 8 day of April, 2013, by Richard K. Agar, the Senior Vice President of RedGear Technologies, Inc., a Missouri corporation, on behalf of said company.

BRENDA L. BECKER  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Jackson County  
My Commission Expires: January 20, 2016  
Commission Number: 11415879

Brenda L. Becker  
Notary Public in and for said County and State  
Printed Name: Brenda L. Becker

My appointment expires:  
1/20/16  
(Seal)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me in \_\_\_\_\_ County, \_\_\_\_\_ this \_\_\_\_\_ day of April, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of Thomson Reuters (Tax & Accounting) Inc., a Texas corporation, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for said County and State  
Printed Name: \_\_\_\_\_

My appointment expires:  
\_\_\_\_\_  
(Seal)

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Instrument as of the date first above written.

REDGEAR TECHNOLOGIES, INC.

THOMSON REUTERS (TAX & ACCOUNTING) INC.

By: \_\_\_\_\_  
Name:  
Title:

By: Aina Lakis  
Name: Aina Lakis  
Title: Vice President & Assistant Secretary

STATE OF \_\_\_\_\_ )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me in \_\_\_\_\_ County, \_\_\_\_\_ this \_\_\_ day of April, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of RedGear Technologies, Inc., a Missouri corporation, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for said County and State

Printed Name: \_\_\_\_\_

My appointment expires:

\_\_\_\_\_  
(Seal)

STATE OF New York )  
  ) ss  
COUNTY OF New York )

Acknowledged before me in New York County, New York this 8<sup>th</sup> day of April, 2013, by Aina Lakis, the Vice President & Assistant Secretary of Thomson Reuters (Tax & Accounting) Inc., a Texas corporation, on behalf of said company.

Theresa L. Kuegel  
Notary Public in and for said County and State

Printed Name: Theresa L. Kuegel

My appointment expires:

June 1, 2014  
(Seal)

**THERESA L. KUEGEL**  
Notary Public - State of New York  
No. 01KU6223004  
Qualified in Suffolk County  
My Commission Expires June 1, 20 14

[Signature Page to Trademark Assignment]

ATTACHMENT A TO  
TRADEMARK ASSIGNMENT

MARKS

The following assets exclusively relating to the TaxWorks tax and document management software licensing business of Assignor:

Docket No.	Country	Title	Reg./App No.	Classes	Status
38357-US	United States	ARKWORKS	3799952	09,42	Registered
38371-US	United States	1040WORKS	3880239	09	Registered
38373-US	United States	TAXWORKS	2700202	09	Registered
38418-US	United States	TAXWORKS INSTITUTE	3838299	35,41,42	Registered
38711-US	United States	TAXENGINE (Stylized)	3338803	09,35,36	Registered
42099-US	United States	TAXWORKS & Design	3997302	09	Registered
43261-US	United States	TAXONE	85/389574	09,35	App allowed

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