

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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TaxWorks, Inc.		04/08/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3857182	REDGEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2035397774		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	203-539-8733		
<b>Email:</b>	donna.lavardera@thomsonreuters.com		
<b>Correspondent Name:</b>	Donna M. LaVardera		
<b>Address Line 1:</b>	One Station Place		
<b>Address Line 2:</b>	Thomson Reuters		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06902		
<b>NAME OF SUBMITTER:</b>	Donna M. LaVardera		
<b>Signature:</b>	/DML/		
<b>Date:</b>	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 TaxWorks, Inc., a Delaware 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]*





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
38216-CA	Canada	REDGEAR	804921	N/A	Registered
38216-EM	European Community	REDGEAR	6474126	36,42	Registered
38216-US	United States	REDGEAR	3857182	36,42	Registered

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