

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WorkLife Financial, Inc.		09/02/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	WorkLife Jobs, Inc.		
Street Address:	700 Tower Drive, Suite 220		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48098		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3890976	WL WORKLIFE HR WE WORK WHERE YOU WORK	
CORRESPONDENCE DATA			
Fax Number:	(561)659-6313		
Phone:	(561) 653-5000		
Email:	kendra.waterman@akerman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mark D. Passler, Akerman Senterfitt		
Address Line 1:	222 Lakeview Avenue, 4th Floor		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	252622		
NAME OF SUBMITTER:	Mark D. Passler		
Signature:	/Mark D. Passler/		
Date:	09/12/2011		

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Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, WorkLife Financial, Inc., a Michigan corporation, having an address of 700 Tower, Drive Suite 220, Troy, MI 48098 (hereinafter "Assignor"), owns the trademark listed in Attachment A (hereinafter the "Trademark");

WHEREAS, WorkLife Jobs, Inc., a North Carolina corporation, having an address of 700 Tower Drive, Suite 220, Troy, MI 48098 (hereinafter "Assignee"), is desirous of acquiring the Trademark;

WHEREAS, this Intellectual Property Assignment is entered into pursuant to the terms of that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), by and among Assignee, Assignor, Steve P. Groulx and PBC Worklife Holdings, LLC (solely as Purchaser Representative, as defined therein);

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Trademark, has the full right to make the conveyance herein and represents and warrants to the Assignee that Assignor has not transferred, assigned, hypothecated or granted a security interest in the Trademark to any third party. The Assignor represents that it now has and will have at closing good and marketable title to the Trademark with full power to transfer, sell and assign the same free and clear of any liens, claims or encumbrances.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all right, title and interest in and to the Trademark together with the goodwill of the business symbolized by the Trademark, along with that portion of the business that is existing and ongoing and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademark.

Assignor, without further consideration, agrees to execute and deliver other documents and take other and further actions as may be necessary to more fully effectuate or consummate the subject matter of this Intellectual Property Assignment.

INTELLECTUAL PROPERTY ASSIGNMENT

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This Intellectual Property Assignment shall be binding upon and inure to the benefit of the employees, officers, agents, representatives, heirs, administrators, executors, successors, transferees and assigns of the parties. This Intellectual Property Assignment represents the complete and full agreement and understanding among the parties as to the subject matter hereof; provided that this Intellectual Property Agreement is entered into pursuant to the terms of the Purchase Agreement and in the event that there is a conflict between the terms of this Intellectual Property Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern. If any term or provision in this Intellectual Property is held to be unenforceable, the remainder of the Intellectual Property Assignment shall not be affected. The recitals set forth above are hereby incorporated into this Intellectual Property Assignment.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the date indicated below.

ASSIGNOR:

WORKLIFE FINANCIAL, INC.

Signature: 

Name: Robert R. Florka, Secretary

Date: September 2, 2011

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Robert R. Florka, Secretary. He/she is personally known to me or has produced _____ (type of identification) as identification.




NOTARY PUBLIC, STATE OF

(Print, Type or Stamp Commissioned Name of Notary
Public)

STACY AYERS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Sep. 08, 2015
Acting in the County of Oakland

Attachment A

Mark		Country	Owner	App. No.	Reg. No.	App. Date	Reg. Date
	WorkLife <i>FR</i> <small>We Work. We live your Work.</small>	US	WorkLife Financial, Inc.	SN 77- 797,699	3,890 ,976	8/5/09	12/14/10