

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
QUIETAGENT, INC.	FORMERLY STAFFCV, INC.	09/04/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	STAFFCV LIMITED
Street Address:	125 THE STRAND, PARNELL
Internal Address:	SUITE 12
City:	AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	1010
Entity Type:	LIMITED LIABILITY COMPANY: NEW ZEALAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77489236	ALLIANCEQ
Serial Number:	77499396	ALLIANCE Q BY CORPORATIONS, FOR CORPORATIONS
Serial Number:	77683742	MILLIONS OF CANDIDATES, EXACT MATCHES
Serial Number:	77683756	Q-FILTER
Serial Number:	77683771	Q-PROTECT
Serial Number:	77705558	Q-MATCH
Serial Number:	77808690	YOUR 24X7 PERSONAL JOB HUNTER
Serial Number:	77829368	OPEN SOURCE TALENT NETWORK
Serial Number:	77846247	THE OPEN TALENT NETWORK
Serial Number:	77016409	QUIETAGENT

CORRESPONDENCE DATA

Fax Number: 8478100118

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Email: gayleen.robinson@quietagent.com
Correspondent Name: Gayleen Robinson
Address Line 1: 666 Dundee Road
Address Line 2: Suite 1904
Address Line 4: Northbrook, ILLINOIS 60062

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Gayleen Robinson
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Signature:	/gayleen robinson/
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Date:	09/04/2012
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Total Attachments: 4
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TRADE MARK ASSIGNMENT DEED

MADE THE 7th DAY OF SEPTEMBER 2012.

BETWEEN: QuietAgent, Inc., with its principal offices at 666 Dundee Road, Suite 1904, Northbrook, IL 60062, USA (the "Assignor");

AND: StaffCV Limited, with its principal offices at Suite 12, 125 The Strand, Parnell, Auckland 1010, New Zealand (the "Assignee").

RECITALS:

- A. The Assignor is the registered owner of the Trade Mark(s).
- B. The parties have agreed to enter into this deed to assign the Trade Mark(s) to the Assignee on the terms and conditions set out in this deed.

THE PARTIES AGREE:

1. ASSIGNMENT

- 1.1. The Assignor assigns to the Assignee all the Assignor's right, title and interest in the Trade Mark(s) and the Assignee accepts this assignment.

2. ASSIGNOR'S WARRANTIES AND INDEMNITY

- 2.1. The Assignor warrants that:

- (a) the Assignor is the sole and exclusive owner of the Trade Mark(s) and this Deed is the valid assignment of all the Assignor's right, title and interest in the Trade Mark(s);
- (b) the Assignor was entitled to make the Trade Mark application(s);
- (c) the Trade Mark application(s) were made in the prescribed form and manner;
- (d) the Trade Mark(s) are current as at the date of this Deed, full details of which are set out in the Schedule;
- (e) there is no current assignment, charge, mortgage or encumbrance which in any way secures the Trade Mark(s);
- (f) the Assignor has not licensed or granted any other right to use the Trade Mark(s);
- (g) the Assignor's execution of this Deed will not cause the Assignor to be in breach of any agreement;
- (h) use by the Assignee or any sub-licensee of the Assignee will not infringe the intellectual property rights of any third party nor will it give rise to any royalty or liability to a third party.

- 2.2. The Assignor indemnifies and holds the Assignee harmless against any claim, demand, action, loss, costs or other liability arising directly or indirectly out of or in connection with any breach by the Assignor of a provision set out in this Clause.

3. GENERAL UNDERTAKINGS

- 3.1. Each party agrees to make, do and execute all such other documents, acts, matters or things whatever which may be necessary or desirable to give full effect to the provisions of this Deed and in the event of default, the Assignor appoints the Assignee as its attorney for that purpose.
- 3.2. The Assignor will deliver the Certificate of Registration or will procure a replacement Certificate at the Assignor's expense.
- 3.3. The Assignee is responsible for paying any government tax, duty or impost arising out of or incidental to this Deed including any fee to record the assignment.
- 3.4. The Assignee is responsible for applying to have the assignment recorded on the Register of Trade Marks, which application must be made within a reasonable time following execution of this Deed.
- 3.5. The Assignor will provide the Assignee with whatever financial information is required to satisfy any stamp duty authority relating to calculation of duty, if any, in respect of this Deed.

4. GENERAL PROVISIONS

- 4.1. Law and Jurisdiction - This Deed shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America, and any claim made by one party against the other in any way arising out of this agreement will be heard in the State of Illinois, United States of America, and the parties submit to the jurisdiction of those Courts.
- 4.2. Entire Agreement - The terms of this Deed constitute the entire terms of this Deed and all understandings, prior representations, arrangements or commitments that are not contained in this Deed have no effect whatsoever and do not bind the parties.
- 4.3. Invalidity - If any provision of this Deed is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from the Deed and the remaining provisions will remain in full force and effect.
- 4.4. Amendment - A variation to this Deed ("Amendment") will not be effective unless in writing and signed by or on behalf of both the Assignor and the Assignee.

5. INTERPRETATION

5.1. Definitions

"**Deed**" means this assignment deed including the Schedule, any Amendment and any Attachment.

"**Trade Mark(s)**" means the trade mark(s) set out in the Schedule.

SCHEDULE

TRADE MARK(S):

REGISTERED WITH THE UNITED STATES PATENT AND TRADEMARK
OFFICE

SERIAL #: **DETAILS:**

77489236	ALLIANCEQ
77499396	ALLIANCE Q BY CORPORATIONS, FOR CORPORATIONS
77683742	MILLIONS OF CANDIDATES, EXACT MATCHES
77683756	Q-FILTER
77683771	Q-PROTECT
77705558	Q-MATCH
77808690	YOUR 24X7 PERSONAL JOB HUNTER
77829368	OPEN SOURCE TALENT NETWORK
77846247	THE OPEN TALENT NETWORK
77016409	QUIETAGENT

EXECUTED AS A DEED on the date first mentioned.

SIGNED BY
QuietAgent, Inc.

Director

Print Name: *[Faint signature]*



Signature of Witness

Print Name: *GAYLEEN ROBINSON*

SIGNED BY
StaffCV Limited

Director

Print Name: *[Faint signature]*



Signature of Witness

Print Name: *GAYLEEN ROBINSON*