

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
GettingHired, LLC		12/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Getting Hired, Inc.
Street Address:	7301 Parkway Drive
City:	Hanover
State/Country:	MARYLAND
Postal Code:	21076
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85575267	GETTINGHIRED.COM
Registration Number:	3271820	GETTINGHIRED
Registration Number:	3508683	RIGHTMATCH

CORRESPONDENCE DATA

Fax Number: 4103328785
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 410-332-8784
 Email: sflax@saul.com
 Correspondent Name: Sherry H. Flax
 Address Line 1: 500 E. Pratt St.
 Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Sherry Flax
Signature:	/sherry Flax/

OP \$90.00 85575267

Date:

01/07/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 12, 2012, is made by GETTINGHIRED, LLC, a Delaware limited liability company, located at 1545 US Highway 206, Suite 100, Bedminster, New Jersey 07927 (the "Seller"), in favor of GETTING HIRED, INC., a Maryland corporation, located at 7301 Parkway Drive, Hanover, Maryland 21076 (the "Buyer"), the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT among Buyer, Seller and Fernal Flashvue LLC, and Thomas Capato and Harold Kamine solely with respect to Article III, Section 5.2 and Article VI, dated as of December 12, 2012 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, subject to the Permitted Encumbrance to the extent applicable, (and Buyer hereby accepts), all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) the copyright registrations, applications for registration and exclusive copyright licenses, if any, set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights to the Intellectual Property, both registered and unregistered, as set forth in the Asset Purchase Agreement, including but not limited to, (i) those asset set forth on Schedule 1.1(a)(iii) of the Asset Purchase Agreement; (ii) the GettingHired.com website,

www.gettinghired.com; (iii) any RightMatch™ websites; and (iv) all libraries and inventories of content, regardless of the form of such content (electronic or otherwise), relating to the Target Business, Acquired Assets and/or Intellectual Property;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

GETTINGHIRED, LLC

By: Thomas Carato
Name: THOMAS CARATO
Title: CEO

Address for Notices: 1545 US Highway 206,
Suite 100, Bedminster, NJ 07927

AGREED TO AND ACCEPTED:

GETTING HIRED, INC.

By: _____
Name: _____
Title: _____

Address for Notices: 7301 Parkway Drive,
Hanover, Maryland 21076

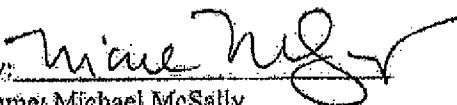
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

GETTINGHIRED, LLC

By: _____
Name: _____
Title: _____
Address for Notices: 1545 US Highway 206,
Suite 100, Bedminster, NJ 07927

AGREED TO AND ACCEPTED:

GETTING HIRED, INC.

By: 
Name: Michael McSally
Title: President
Address for Notices: 7301 Parkway Drive,
Hanover, Maryland 21076

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Int. Class</u>	<u>Country</u>	<u>Reg./Serial No.</u>	<u>Reg. Date</u>
GETTINGHIRED	41	USA	3,271,820	7/31/07
GETTINGHIRED	35	USA	85/575,267	Application filed 3/24/12
RIGHTMATCH	35	USA	3,508,683	9/30/08

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.