

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
Jobfox, Inc.		09/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Skydd Inc.
Street Address:	129 W. 29th Street, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4026148	JOBFOX BOOST
Registration Number:	3552081	BETTER MONDAYS
Registration Number:	3345895	THE 10 DIMENSIONS OF A GOOD JOB FIT
Registration Number:	3420390	10 DIMENSIONAL MATCHING
Registration Number:	3644972	THE TOP PERFORMER'S JOB MARKET
Registration Number:	3283567	MARKET10
Registration Number:	3700041	JOBFOX MUTUAL SUITABILITY SYSTEM
Registration Number:	3696793	MY JOBFOX CONNECTIONS
Registration Number:	3636173	RESUMEPEL
Registration Number:	3423816	BE THE HUNTED
Registration Number:	3505970	JOBFOX
Registration Number:	3293459	JOBFOX
Registration Number:	3596747	JOBMATCHNETWORK

CORRESPONDENCE DATA

900254000

**TRADEMARK
 REEL: 005018 FRAME: 0726**

OP \$340.00 4026148

Fax Number: 6098961469

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

Phone: 6103976518

Email: lhassan@foxrothschild.com, ipdocket@foxrothschild.com

Correspondent Name: Lindette C. Hassan, Esq.

Address Line 1: P.O. Box 5231

Address Line 4: Princeton, NEW JERSEY 08543-5231

NAME OF SUBMITTER:	Lindette C. Hassan
Signature:	/Lindette C. Hassan/
Date:	05/01/2013
Total Attachments: 4 source=Trademark Assignment - Jobfox#page1.tif source=Trademark Assignment - Jobfox#page2.tif source=Trademark Assignment - Jobfox#page3.tif source=Trademark Assignment - Jobfox#page4.tif	

(FINAL EXECUTION VERSION)

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "**Assignment**") is made and entered into as of September 13, 2012, by and between Jobfox, Inc., a Delaware corporation ("**Assignor**"), and Skydd Inc., a Delaware corporation ("**Assignee**").

WHEREAS Assignor, has adopted, is using, or intends to use the trademarks set forth below and is the owner of the following United States trademark registrations or applications for registration in the U.S. Patent and Trademark Office listed below (collectively the "**Trademarks**"):

Trademark	Registration No.	Registration Date
Jobfox Boost	4026148 (Standard Character Mark)	Sep 13, 2011
Better Mondays	3552081 (Standard Character Mark)	Dec 23, 2008
The 10 Dimensions of a Good Job Fit	3345895 (Standard Character Mark)	Nov 27, 2007
10 Dimensional Matching	3420390 (Standard Character Mark)	April 29, 2008
The Top Performer's Job Market	3644972 (Standard Character Mark)	June 23, 2009
Market 10	3282567 (Standard Character Mark)	Aug 21, 2007
Jobfox Mutual Suitability System	3700041 (Standard Character Mark)	Oct 20, 2009
My Jobfox Connections	3696793 (Standard Character Mark)	Oct 13, 2009
Resumepal	3636173 (Standard Character Mark)	June 9, 2009
Be The Hunted	3423816 (Standard Character Mark)	May 6, 2008

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Trademark	Registration No.	Registration Date
Jobfox	3293459 (Designs plus words, letters, and/or numbers)	Sep 23, 2008
Jobfox	3293429 (Standard Character Mark)	Sep 18, 2007
Jobmatchnetwork	3596747 (Standard Character Mark)	March 24, 2009

WHEREAS, Assignor and Assignee, have entered into an Asset Purchase Agreement dated of even date herewith (the "Agreement"), pursuant to which Assignor has agreed, *inter alia*, to grant to Assignee all of Assignor's right, title and interest in and to the Trademarks and Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and of the promises contained in this Assignment, the parties agree as follows:

1. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of Assignor's right, title, and interest, anywhere in the universe, in and to said Trademarks, including (i) the registrations of and future applications for registration of the Trademarks in any or all countries of the world, including the right to apply for trademark protection pursuant to any trademark conventions, treaties, agreements or understandings; (ii) the goodwill of the business symbolized by and associated with the Trademarks and the registration thereof; and (iii) the right to sue and recover for, in law or equity, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present and future infringement or dilution of or damage or injury to the Trademarks or the registration thereof or such associated goodwill.

2. Assignor hereby requests the Commissioner for Trademarks of the United States (and all foreign officials, whose duty it is to issue trademarks and applications as aforesaid) to record Assignee as the owner of the Trademarks, to the same extent as held by Assignor, and to issue the Certificates of Registration for the Trademarks in the name of Assignee, as assignee of the Trademarks.

3. Assignor agrees, promptly upon request of the Assignee, or its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks. Such cooperation by Assignor shall include, giving of testimony, declarations, oaths, executing documents and providing assistance: (a) for complying with any duty of disclosure; (b) in the preparation and prosecution of any applications for registration or any applications of a renewal of a registration covering the Trademarks in the United States or any other country; (c) in connection with legal proceedings involving any Trademarks and any applications therefore, including without limitation, compulsory licensing proceedings, infringement actions and court actions; and (d) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Trademarks. Assignor hereby designates and appoints the Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to

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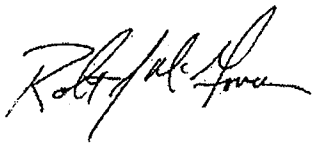
perfect the Assignee's rights in the Trademarks with the same legal force and effect as if executed by Assignor. This appointment shall be irrevocable and deemed coupled with an interest.

4. Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified Trademarks and any trademarks that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

IN WITNESS WHEREOF, this Assignment is executed this September 13, 2012.

**ASSIGNOR
JOBFOX, INC**

**ASSIGNEE
SKYDD INC.**


By: _____
Name: Robert McGovern
Title: Chief Executive Officer

By: _____
Name: Jonas Barck
Title: President

[Signature Page to Trademark Assignment]

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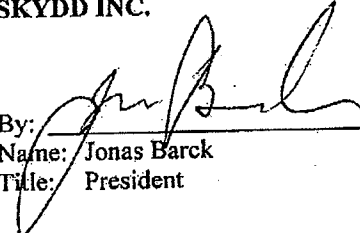
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