

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
Bradley-Morris, Inc.		06/14/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	Bradley-Morris, LLC
Street Address:	1825 Barrett Lakes Blvd.
Internal Address:	Suite 300
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30144
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Serial Number:	77232289	POWERHIRE
Serial Number:	77232344	BRADLEY-MORRIS, INC. DELIVERING MILITARY
Serial Number:	77232264	BRADLEY-MORRIS
Serial Number:	77332545	TARGETHIRE
Serial Number:	77332548	CONFERENCEHIRE
Serial Number:	77443429	DELIVERING MILITARY-EXPERIENCED TALENT
Serial Number:	77496910	INDUSTRYHIRE
Serial Number:	77677631	MOST VALUABLE EMPLOYERS (MVE) FOR MILITA
Serial Number:	77677635	MOST VALUABLE EMPLOYER MILITARY CIVILIAN

CORRESPONDENCE DATA	
Fax Number:	4048538806
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404.853.8193

CH \$240.00 77232289

Email: julie.murphy@sutherland.com
Correspondent Name: Sutherland Asbill & Brennan LLP
Address Line 1: 999 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309-3996

ATTORNEY DOCKET NUMBER:	32257-0002
NAME OF SUBMITTER:	Roxanne Cahn
Signature:	/Roxanne Cahn/
Date:	06/27/2013

Total Attachments: 5
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GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

THIS GENERAL INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered effective as of this 14th day of June, 2013 ("Effective Date") by BRADLEY-MORRIS, INC., a Georgia corporation ("Assignor"), to and in favor of BRADLEY-MORRIS, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in any and all jurisdictions throughout the world in and to all of Assignor's "Intellectual Property" (as defined in that certain Purchase and Contribution Agreement, dated June 14, 2013, by and between Assignor and Assignee (the "Purchase Agreement") including, without limitation, Assignor's entire right, title and interest in and to all proprietary rights of every kind and nature anywhere pertaining to or deriving from: (a) patents, copyrights, technology, know-how, processes, trade secrets, know how and confidential business information, proprietary algorithms, proprietary data, customer lists, pricing and cost information, business and marketing plans and proposals, proprietary documentation and manuals, software source code and any other information, however documented, that is a trade secret within the meaning of the applicable trade secret protection laws, including the Uniform Trade Secrets Act, inventions, works, databases, formulae, research and development data and computer software or firmware in any form, including object code, source code, computer instructions, commands, programs, modules, routines, procedures, rules, libraries, macros, algorithms, tools, and scripts, and all documentation of or for any of the foregoing; (b) trademarks, trade names, service marks, service names, brands, trade dress and logos, and the goodwill associated therewith; (c) domain names, rights of privacy and publicity, moral rights, and any other intellectual property rights of any kind or nature, however denominated, anywhere in the world; (d) any and all registrations, applications, licenses, common-law rights and contracts relating to any of the foregoing; and (e) all actions and rights to sue at law or in equity for any past, present or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, continuations-in-part, divisions, reissues and any other filings and/or other protections anywhere in the world, all rights to claim the benefits of the Paris Convention for the Protection of Industrial Property and other treaties relating to intellectual property, or other extensions of legal protections pertaining thereto, including without limitation, the items described in Schedule A attached hereto (the "Intellectual Property").

NOW, THEREFORE, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Intellectual Property for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the

Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for and collect the same in Assignee's own name.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the Intellectual Property.

Assignor represents and warrants that: (1) Assignor is the sole and exclusive owner of the entire rights, title and interest in and to the Intellectual Property (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances of any kind; (2) Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (3) Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith. Assignor shall indemnify, defend and hold Assignee harmless from and against any liability, claim or other obligation (including but not limited to any attorneys fees, court costs or other expenses) incurred by or made against Assignee resulting from the breach of any of the foregoing representations and warranties.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment; (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall reduce, rescind, merge, waive or in any way diminish the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the indemnification obligations of Assignor) set forth in the Purchase Agreement or that certain Membership Interest Purchase Agreement contemplated to be executed on or about June 18, 2013 among _____, this Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

ASSIGNEE:

BRADLEY-MORRIS, LLC, a Delaware limited liability company

By: Sandra A. Morris
Name: Sandra A. Morris
Its: President and Chief Executive Officer

STATE OF GEORGIA)
)
COUNTY OF Cobb)

SS:

The foregoing Assignment was acknowledged before me this 14th day of June, 2013 by Sandra A. Morris, the President and Chief Executive Officer of BRADLEY-MORRIS, LLC. She is personally known to me or has produced driver's License as identification.

Notary: Debra B. Armour
Print Name: Debra B. Armour

[NOTARIAL SEAL]

Notary **DEBRA B. ARMOUR** Georgia
My commission expires: **NOTARY PUBLIC**
Cobb County
State of Georgia
My Comm. Expires Jan. 13, 2014

SCHEDULE A

INTELLECTUAL PROPERTY

A. Marks

SLG Matter No.	Serial Number	Filing Date	Mark
02021.8010	77/232,289	18-Jul-07	POWERHIRE
02021.8020	77/232,344	18-Jul-07	BRADLEY-MORRIS, INC. DELIVERING MILITARY EXPERIENCE TALENT TO AMERICA'S TOP COMPANIES
02021.8040	77/232,264	18-Jul-07	BRADLEY-MORRIS
02021.8050	77/332,545	18-Nov-07	TARGETHIRE
02021.8060	77/332,548	18-Nov-07	CONFERENCEHIRE
02021.8070	77/443,429	8-Apr-08	DELIVERING MILITARY- EXPERIENCED TALENT TO AMERICA'S TOP COMPANIES
02021.8090	77/496,910	11-Jun-08	INDUSTRYHIRE
02021.8140	77/677,631	24-Feb-09	MOST VALUABLE EMPLOYERS (MVE) FOR MILITARY
02021.8150	77/677,635	24-Feb-09	MOST VALUABLE EMPLOYER MILITARY CIVILIANJOBS.COM

B. Domain Names

Domain Name	Expires	Status
AIRFORCE2CIVILIAN.COM	6/26/2015	Active - Locked
AIRFORCE2CIVILIAN.NET	6/26/2015	Active - Locked
ARMY2CIVILIAN.COM	6/26/2015	Active - Locked
ARMY2CIVILIAN.NET	6/26/2015	Active - Locked
BESTFITPROFILE.COM	9/11/2015	Active - Locked
BESTFITPROFILE.INFO	9/11/2015	Active - Locked
BESTFITPROFILE.NET	9/11/2015	Active - Locked
BMIAR.COM	8/28/2014	Active - Locked
BMICR.COM	8/28/2014	Active - Locked
BRADLEYMORRIS.COM	12/17/2015	Active - Locked
BRADLEY-MORRIS.COM	5/5/2019	Active - Locked
BRADLEY-MORRIS.INFO	2/1/2015	Active - Locked
BRADLEYMORRIS.NET	10/18/2014	Active - Locked
BRADLEY-MORRIS.NET	10/18/2014	Active - Locked