

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Volt Information Sciences, Inc.		01/08/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	IQNavigator, Inc.		
Street Address:	6465 Greenwood Plaza, #800		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3913454	PROCURESTAFF TECHNOLOGIES	
Registration Number:	2726325	PROCURESTAFF	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	pctrademarks@perkinscoie.com, bzhang@perkinscoie.com		
Correspondent Name:	Alex Garcia / Perkins Coie LLP		
Address Line 1:	1201 3rd Ave. Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	89096-4000		
NAME OF SUBMITTER:	Alexander Garcia of Perkins Coie LLP		
Signature:	/Alexander Garcia/		
Date:	01/29/2014		

TRADEMARK

Total Attachments: 5

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the “**Trademark Assignment**”) is entered into and effective as of this 8th day of January, 2014, by and among **ProcureStaff Technologies, Ltd.**, a Delaware corporation (“**ProcureStaff**”), **Volt Information Sciences, Inc.**, a New York corporation, (“**Parent**”) and **Volt Consulting Group, Ltd.**, a Delaware corporation (“**VCG**” and, together with ProcureStaff and Parent, the “**Assignors**”), and **IQNavigator, Inc.**, a Delaware corporation (“**IQN**”).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement entered into by the parties hereto on or about January 6, 2014 (the “**Asset Purchase Agreement**”), Assignors have conveyed, transferred, and assigned to IQN, among other assets, certain intellectual property of Assignors;

**WHEREAS**, under the terms of the Asset Purchase Agreement, Assignors have agreed to execute and deliver this Trademark Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office; and

**WHEREAS**, capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

**NOW THEREFORE**, the parties agree as follows:

**1. Assignment.** In consideration of 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 of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to IQN, and IQN hereby accepts, all of Assignors’ right, title, and interest in and to the following (the “**Assigned Trademarks**”):

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, such applications or the validity or enforceability of registrations issuing from such applications;

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

(c) 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

(d) 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.** Assignors authorize the Commissioner for Trademarks of the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by IQN. Assignors 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 Trademarks are properly assigned to IQN, 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 Trademarks 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. Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**5. Governing Law.** This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be construed under the laws of the State of Delaware, without regard to its conflicts of law principles.

**6. Signature, Counterparts, and Facsimile.** This Trademark Assignment may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Trademark Assignment, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto and thereto, to the extent signed and delivered by means of e-mail, a facsimile machine or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment effective as of the date set forth above.

ION LEGAL  
APPROVED

IQNAVIGATOR, INC.

By: [Signature]  
Name: Debra A Srdor  
Title: CFO

PROCURESTAFF TECHNOLOGIES, LTD.

By: \_\_\_\_\_  
Name:  
Title:

VOLT INFORMATION SCIENCES, INC.

By: \_\_\_\_\_  
Name:  
Title:

VOLT CONSULTING GROUP, LTD.


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment effective as of the date set forth above.


IQNAVIGATOR, INC.

By: \_\_\_\_\_  
Name:  
Title:


PROCURESTAFF TECHNOLOGIES, LTD.

By:   
Name: *Ronald M. Kochman*  
Title: *President*

VOLT INFORMATION SCIENCES, INC.

By:   
Name: *Ronald M. Kochman*  
Title: *President & CEO*

VOLT CONSULTING GROUP, LTD.

By:   
Name: *Ronald M. Kochman*  
Title: *President*

## **SCHEDULE 1**

### **ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

PROCURESTAFF TECHNOLOGIES – Registration No.: 3913454; Registration Date: February 1, 2011  
PROCURESTAFF – Registration No.: 2726325; Registration Date: June 17, 2003

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