

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sarah Provenzano		06/13/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	PROVEN SOLUTIONS, INC.		
Street Address:	9444 Waples Street		
Internal Address:	Suite 440		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4325129	PROVEN HEALTHCARE STAFFING	
CORRESPONDENCE DATA			
Fax Number:	8583141501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8583141506		
Email:	adskale@mintz.com		
Correspondent Name:	Andrew D. Skale		
Address Line 1:	3580 Carmel Mountain Road		
Address Line 2:	Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	36565-401		
NAME OF SUBMITTER:	Andrew D. Skale		
SIGNATURE:	/Andrew D. Skale/		
DATE SIGNED:	07/23/2014		
Total Attachments: 7			
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AGREEMENT

This Agreement (the "Agreement") is entered into as of May 29, 2014 (the "Effective Date") by and between Proven Solutions, Inc. ("PSI"), a California corporation having an address of 9444 Waples Street, Suite 440, San Diego California, 92121, and Sarah Provenzano ("Provenzano"), an individual residing at 4514 Creekbend, Houston Texas, 77035. PSI and Provenzano are referred to collectively as the "Parties" and singly as a "Party."

WHEREAS, PSI desires to purchase Provenzano's trademark rights;

NOW, THEREFORE, in consideration of the foregoing recitals, and the promises, agreements and understandings contained herein, the Parties hereby agree as follows.

1. Definitions

a. The "Mark" is the trademarks PROVEN, PROVEN HEALTHCARE STAFFING and the below trademark, including U.S. Trademark Registration No. 4,325,129 and any foreign trademark applications or registrations corresponding thereto.

PROVEN
HEALTHCARE STAFFING

b. "PSI's Mark" is the trademark PROVEN WORK. LIFE. ELEVATED and the below trademark, including U.S. Trademark Application Serial No. 85/884,894 and any foreign trademark applications or registrations corresponding thereto.

PROVEN
WORK. LIFE. ELEVATED.

2. Assignment of the Mark and Goodwill of Business Symbolized by the Mark

Provenzano shall transfer to PSI all right, title and interest Provenzano may have in and to the Mark, together with the goodwill of the business symbolized by that mark, including the right to sue, and the right to recover, for all past, present and future infringements of the Mark, and the registration thereof. The Parties agree to sign a short-form agreement reflecting this transfer that can be filed with the USPTO, attached as Exhibit 1 hereto. The Parties agree that the business associated with the PSI Mark represents services that are nearly identical in business meaning to the services the Mark represented.

3. Payment

Not later than ten (10) business days following the execution of this Agreement by all

Parties, PSI shall pay Provenzano the sum of Four Thousand Five Hundred United States dollars (\$4,500.00) (the "Payment Amount"). The Payment Amount shall be paid via one check delivered to Provenzano's counsel.

The check representing payment of the Payment Amount shall be made payable to Sarah Provenzano whose Tax I.D. number is . Provenzano shall be solely responsible for any tax obligations owed by it as a consequence of its receipt of the Payment Amount.

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4. Non-Use of PROVEN

After the Effective Date, Provenzano agrees to not use the mark PROVEN, or any mark confusingly similar thereto, with regard to "providing temporary, permanent and contract employment placement, consulting and recruiting services and providing information on employment, careers and temporary staffing through a global computer network; employment agency services; personnel relocation services; personnel placement and recruitment services; temporary personnel, contract staffing services; personnel management consulting services; and personnel outplacement services; career networking services."

5. Stipulation for Dismissal

Within fifteen (15) business days following the Effective Date, the Parties shall cause to be jointly filed with the Trademark Trial and Appeal Board ("TTAB") a stipulation dismissing Trademark Cancellation No. 92/018,748 with prejudice ("the Cancellation"). Each Party agrees to bear its own costs and fees associated with the Cancellation.

Provenzano agrees to take no further action against the Mark or PSI's Mark, including, but not limited to, the filing of any cancellation petition or notice of opposition in the TTAB, or any civil action seeking the cancellation of any registration for any such mark or marks.

The Parties agree that this Section does not preclude or limit either Party from later initiating actions or proceedings against the other Party regarding issues not addressed in this Agreement.

6. Mutual Release

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, on one hand Provenzano, and on the other hand PSI, on their own behalf and on behalf of their trustees, settlers, beneficiaries, executors, representatives, predecessors, successors, assigns, agents employees, and all persons acting by, through, under or in concert with any of them ("Releasers") hereby releases, acquits and forever discharges the other Party, and all of their current or former trustees, settlers, beneficiaries, executors, representatives, predecessors, successors, assigns, attorneys, agents, employees, and all individuals or entities acting by, through, under or in concert with them ("Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, actions, causes of action, suits, rights, demands, costs, losses, damages, debts and expenses (including attorneys' fees and costs) of any nature whatsoever in law, equity or otherwise, fixed or contingent, which the Releasers have had or may claim to have as of the Effective Date.

7. Release of Unknown Claims

The Parties acknowledge there is a risk that after the execution of this Agreement, they may discover facts or discover, incur or suffer claims, which were unknown or unsuspected at the time this Agreement was executed, and which, if known by he, she or it, on the date this Agreement is being executed, may have materially affected he, she or its decision to execute this Agreement. The Parties acknowledge and agree that by reason of this Agreement, they are assuming the risk of such unknown facts and such unknown and unsuspected claims and intend and agree that this Agreement applies thereto, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto. The Parties acknowledge their awareness of, and do hereby waive the provisions of, Section 1542 of the Civil Code of the State of California (or any similar law of any other relevant jurisdiction) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

8. Confidentiality

The Parties and their counsel agree to keep this Agreement and its terms strictly confidential and to refrain from disclosing the same to any other individual or entity whatsoever, except as may be reasonably necessary to: (a) prepare and file the Parties' income tax returns, make appropriate disclosures for insurance, financial reporting and other similar purposes; (b) secure compliance with or enforcement of the terms of the Agreement; (c) respond to any inquiry by federal or state authorities, or (d) respond to any proper subpoena, court order or lawful discovery request in litigation (but only after giving reasonable prior notice to the other Party). In keeping with this confidentiality, it is permissible and expressly not a violation of this provision for either party to specify that they have resolved any differences they may have had with the other party concerning the subject matter hereof to the mutual satisfaction of both parties.

9. Additional Representations and Obligations

The Parties represent and warrant that: (1) they have the full right and authority to enter into this Agreement; and (2) they have not heretofore assigned or in any way conveyed or transferred or purported to assign or convey or transfer, to any person or entity any portion of the claims or rights being assigned by this Agreement.

Provenzano represents and warrants that she has not heretofore abandoned the Mark, in whole or in part.

10. Jurisdiction and Venue

This Agreement shall be construed under and enforced in accordance with the substantive laws of the State of California without regard to choice of law principles. The Parties agree to the exclusive jurisdiction and venue of (i) the U.S. District Court for Southern District of California

for any action relating to the subject matter of this Agreement, and (ii) should subject matter jurisdiction therein be lacking, California state court in San Diego, California.

11. Miscellaneous Provisions

- a. If any portion, provision or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of such remaining portions, provisions or parts.
- b. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, beneficiaries and heirs.
- c. This Agreement sets forth the entire agreement between the Parties, and supersedes all prior oral or written agreements, negotiations, discussions, or understandings between the Parties. The terms of this Agreement may not be altered, amended, waived or modified, except by a further written agreement signed by all Parties.
- d. This Agreement may be executed in physical or electronic counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement, provided each signing party shall have received a copy of the signature page signed by every other party.
- e. The Parties to this Agreement have each cooperated in its drafting and preparation. Thus, the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party as the drafter thereof.
- f. Each party agrees to make, execute and deliver such other instruments or documents, and to do or cause to be done such further or additional acts, as reasonably may be necessary in order to effectuate the purposes or to implement the terms of this Agreement.
- g. The failure of either Party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing Party with respect thereto shall continue in full force and effect. In the event that any Party to this Agreement is nevertheless found to have waived any of its rights under this Agreement, such waiver or waivers shall not constitute a continuing waiver as to any rights under this Agreement and shall not affect that Party's rights to later fully enforce any provision of this Settlement Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach.
- h. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any purpose.
- i. This Agreement, including all terms thereof, is solely and strictly for the benefit of the Parties, and is not intended to be, nor is it to be construed as being, for the benefit of any other person or entity. No one other than the Parties may enforce or seek to enforce this

Agreement or any of the terms thereof, nor does this Agreement or any of its terms convey or create rights in any person or entity other than the Parties.

j. In the event any notice is required under this Agreement, notice shall be provided in writing by email and overnight delivery. Notice shall be deemed effective on the day of scheduled delivery of the overnight delivery, regardless of whether delivery was successful. However, if a noticing Party learns of an unsuccessful delivery, the noticing Party shall within two (2) business days, re-send notice by email, first class mail or and to all addresses and facsimile numbers of the noticed Party which the noticing Party is aware of or, through reasonable diligence, should be aware of.

k. Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and of all matters pertaining thereto as it deems necessary.

l. In the event that any of the Parties hereto breaches the terms of this Agreement necessitating the filing of a legal action or engages in any other legal process to enforce the terms of this Agreement, the prevailing Party shall be entitled to all reasonable costs of such legal action including, but not limited to, reasonable attorneys' fees and costs.

m. THE PARTIES REPRESENT AND WARRANT THAT THEY HAVE THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS AGREEMENT, THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL THROUGHOUT THIS PROCESS AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT OF THEIR OWN FREE WILL, WITHOUT DURESS OR COERCION OF ANY KIND.

Dated: May ____, 2014

Proven Solutions, Inc.

By: 

Louis V. Song

Its: CEO

Dated: May ____, 2014

Sara Provenzano

By: 

6/13/14

EXHIBIT 1

ASSIGNMENT

In consideration for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Sarah Provenzano, an individual residing at 4514 Creekbend, Houston Texas, 77035, hereby assigns and transfers to Proven Solutions, Inc., a California corporation, all right, title and interest in and to the trademark



and U.S. Registration No. 4,325,129, together with the good will of the business symbolized by that mark, including the right to sue, and the right to recover, for all past, present and future infringements of the mark.

Dated: May _____, 2014

Sarah Provenzano

By: *Sarah Provenzano*
6/13/14

Dated: May ~~_____~~ 2014

JUNE 17, 2014

Proven Solutions, Inc.

By: *[Signature]*
Louis J. Song
Its: CEO

TRADEMARK