

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morrison & Foerster LLP		08/15/2014	LIMITED LIABILITY PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wisteria Enterprises Ltd.		
Street Address:	900 Park Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10075		
Entity Type:	Limited Liability Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4404390	ADVANCE@WORK	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	99910-2402200		
NAME OF SUBMITTER:	Lynn M. Humphreys		
SIGNATURE:	/LMH/		
DATE SIGNED:	08/18/2014		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of August 15, 2014 (the "Effective Date") by and between Morrison & Foerster LLP ("Assignor"), a California limited liability partnership with its principal place of business at 425 Market Street, San Francisco, CA 94105, and Wisteria Enterprises Ltd. ("Assignee"), a limited liability corporation with its principal place of business at 900 Park Avenue, New York 10075 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark ADVANCE@WORK, United States Trademark Registration No. 4404390 (the "Mark"), for goods in International Class 9 identified as "Downloadable software in the nature of a mobile application for use in the field of employment law," and to the trademark covered thereby and to the goodwill and reputation of the business connected with and symbolized by this trademark;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Mark to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. ASSIGNMENT. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark, together with all goodwill associated therewith, effective upon Assignor's receipt of all payments due hereunder. Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Mark to Assignee.

2. MISCELLANEOUS. This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE
WISTERIA ENTERPRISES LTD.
By: Wisteria Enterprises Ltd.
Name: Sharon Perella
Title: President

ASSIGNOR
MORRISON & FOERSTER LLP
By: Douglas L. Hendricks
Name: DOUGLAS L. HENDRICKS
Title: GENERAL COUNSEL