

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General ASP Inc.		08/01/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Frontline Technologies Group LLC		
Street Address:	397 Eagleview Blvd		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3660381	GENERAL ASP	
Registration Number:	4318389	ASPEX SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Amir Ghavi c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122726.00002 AG		
NAME OF SUBMITTER:	Amir Ghavi		
SIGNATURE:	/amirghavi/		
DATE SIGNED:	09/25/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of August 1, 2014, by and between General ASP Inc., dba Aspex Solutions, an Illinois corporation (the "Assignor") and Frontline Technologies Group LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as in the Asset Purchase Agreement by and among Assignor and Assignee, dated as of August 1, 2014 (the "APA"). This Agreement shall be effective as of 12:01 am on August 1, 2014.

RECITALS

WHEREAS, this Agreement is entered into by Assignor and Assignee pursuant to the APA;

WHEREAS, Assignor wishes to assign to the Assignee, and the Assignee wishes to accept, the assignment of all of Assignor's right, title and interest in and to the Intellectual Property rights subject to the APA, which includes, but is not limited to, the Intellectual Property listed on Schedules A, B and C hereto (which lists the Intellectual Property identified on Schedules 5.13 of the Disclosure Schedules to the APA); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Assignment of the Trademarks.

1.1 Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the trademarks and trademark application listed on Schedule A (the "Trademarks"), including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

1.2 Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Trademarks.

Section 2. Assignment of Software. Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the software, including any source, object code, algorithms, methods, procedures, designs and databases and derivative applications related thereto, listed on Schedule

B (the “Software”), including all related trade secret rights and the right to sue for past, present and future infringement, misappropriation or other violation of the rights in the Software, and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

Section 3. Assignment of Domain Names. Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the domain names listed on Schedule C (the “Domain Names”), together with the goodwill connected with the use thereof and symbolized by the Domain Names. Assignor shall declare to its registrar Assignor’s consent and confirmation to the transfer to Assignee of the Domain Names, or take such other actions required to effectuate the transfer of the Domain Names as required by the applicable Registrar, promptly upon the request of Assignee, Assignee’s or Assignor’s registrar or Assignee’s agent or representative.

Section 4. Conflicts. In the event of any conflict between this Agreement and the APA, the provisions of the APA shall prevail.

Section 5. Amendments and Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto and acknowledged and agreed in writing by the Parties. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 6. Assignment; Parties in Interest. Neither this Agreement nor any of the rights, duties or obligations of either party may be assigned or delegated by either party hereto except with the prior written consent of Assignor and the Assignee. Nothing in this Agreement shall confer upon any Person not a party to this Agreement (other than an assignee permitted pursuant hereto) any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic method), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the State of New York to be applied. In furtherance of the foregoing, laws of the State of New York will control the interpretation and construction of this Agreement, even if under such jurisdiction’s choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

Section 9. Jurisdiction and Service of Process. Any Proceeding brought by any party hereto seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any court

located in the County of New York, New York, or the United States of America for the Southern District of New York. Each party hereto hereby submits to the jurisdiction of any such court located in the County of New York, New York, or the United States of America for the Southern District of New York having subject matter jurisdiction in any Proceeding brought by any other party hereto seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such suit, action or Proceeding brought in any such court has been brought in an inconvenient forum.

Section 10. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement or any other agreements contemplated hereby were not performed in accordance with the terms hereof. Accordingly, the parties agree that, in addition to all other remedies available to the parties at law or in equity, each of them shall be entitled to injunctive relief to prevent breaches of the terms of this Agreement and to specific performance of the terms hereof.

Section 11. Notices. All notices, requests, demands, claims, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by nationally recognized overnight courier (fees prepaid), to the parties hereto at the following respective addresses (or at such other address for any such party as shall be specified by like notice): (i) in the case of Assignor, at 8725 W. Higgins - #325 Chicago, IL 60631; and (ii) in the case of the Assignee, at 397 Eagleview Boulevard, Exton, PA 19341. All such notices and other communications shall be deemed to have been given and received (a) in the case of personal delivery, on the date of such delivery and (b) in the case of delivery by nationally recognized overnight courier, on the third business day following dispatch.

Section 12. Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR
GENERAL ASP INC.

By: Abe Reese
Name: Abe Reese
Title: President

ASSIGNEE

FRONTLINE TECHNOLOGIES GROUP LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR
GENERAL ASP INC.

By: _____
Name:
Title:

ASSIGNEE

FRONTLINE TECHNOLOGIES GROUP LLC

By: _____
Name: MICHAEL BACKUS
Title: PRESIDENT

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A**Trademarks**

Trademark Registrations:

<u>Trademark Reg. No.</u>	<u>Registered Date</u>	<u>Holder</u>
3,660,381	July 28, 2009	General ASP Inc.
4,318,389	April 9, 2013	General ASP Inc.

Trademark Applications:

NONE.

SCHEDULE B

Proprietary Software

1. AppliTrack – an application, recruiting and file management tool

SCHEDULE C

Domains

1. applitrack.com
2. applitrack.net
3. applitrackcustomshop.com
4. applitrackhrfiles.com
5. applitrackone.com
6. applitrackrecruiting.com
7. applitrackselection.com
8. backgroundvendor.com
9. generalasp.com
10. generalasp.net
11. hiregreatnesstoday.com
12. k12jobs.us
13. k12jobspot.com
14. link2portrait.com
15. nsenjobs.org
16. polarisconnect.com
17. polarisselection.com