

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318376

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JobTarget LLC		09/12/2014	LIMITED LIABILITY COMPANY: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YourMembership.com, Inc.		
<b>Street Address:</b>	9620 Executive Center Drive		
<b>City:</b>	St. Petersburg		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33702		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4321155	CAREERBANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1190		
<b>ATTORNEY DOCKET NUMBER:</b>	560255-495004-SK		
<b>NAME OF SUBMITTER:</b>	Sheryl H. Love		
<b>SIGNATURE:</b>	/Sheryl H. Love/		
<b>DATE SIGNED:</b>	09/30/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made effective September 12, 2014 between JobTarget LLC, a Connecticut limited liability company, ("*Assignor*"), and YourMembership.com, Inc., a Florida corporation ("*Assignee*"), pursuant to an Asset Purchase Agreement of even date herewith. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

### RECITALS:

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the United States trademark registration number 4,321,155 (the "*Mark*") and the goodwill associated with the Mark;

WHEREAS, pursuant to the Asset Purchase Agreement, the Mark and associated goodwill are to be assigned to the Assignee; and

WHEREAS, the Assignor desires to assign and convey, and the Assignee desires to acquire, all of the Assignor's right, title and interest in and to the Mark, together with all goodwill and all other rights associated with the Mark.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants contemplated in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. The Assignor hereby assigns, sets over and transfers to the Assignee all of the Assignor's right, title and interest in, to and with respect to the following:
  - a) The Mark;
  - b) All common law rights and goodwill associated with the Mark; and
  - c) The right to recover damages for any and all past infringement.
3. The Assignor agrees, upon reasonable request and without further compensation, that the Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Mark, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Mark and any registrations issued for such Mark.
4. The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record the Assignee as the assignee and owner of the Mark, and to issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee and its successors, assigns or other legal representatives.
5. The Assignee hereby accepts the assignment and conveyance of the Mark.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other



YourMembership.com, Inc., as Assignee

By: [Signature]  
Name: GREG APPLE  
Title: CFO

FLORIDA  
STATE OF ~~[STATE]~~ )  
MANATEE ) SS:  
COUNTY OF ~~[COUNTY]~~ )

On SEPTEMBER 25, 2014, before me, a Notary Public in and for said County and State, personally appeared GREG APPLE, agent for YourMembership.com, Inc., a Florida corporation, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature [Signature] (Seal)

