

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jewel Bracy DeMaio		02/26/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	LiveCareer Limited		
Street Address:	H.P. House, 21 Laffan Street		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM 09		
Entity Type:	CORPORATION: BERMUDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3560460	APERFECTRESUME.COM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nicole.lodge@livecareer.com		
Correspondent Name:	Nicole Lodge		
Address Line 1:	52 Vanderbilt Avenue		
Address Line 4:	New York, NEW YORK 10017		
DOMESTIC REPRESENTATIVE			
Name:	Nicole Lodge		
Address Line 1:	52 Vanderbilt Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Nicole Lodge		
SIGNATURE:	/N M L /		
DATE SIGNED:	03/09/2015		
Total Attachments: 3			
source=Aperfectresume.com - Domain Purchase Agreement - Executed - 2.26.15#page1.tif			
source=Aperfectresume.com - Domain Purchase Agreement - Executed - 2.26.15#page2.tif			

CH \$40.00 3560460

**DOMAIN NAME REGISTRATION PURCHASE AND SALE AGREEMENT FOR
APERFECTRESUME.COM**

This Domain Name Purchase and Sale Agreement (the "Agreement") is entered into and effective as of the latter signature date below, by and between **LiveCareer Limited**, a company incorporated in Bermuda, ("Buyer") and **Jewel Bracy DeMaio** ("Seller").

WHEREAS, Seller has the exclusive rights to sell the rights to the registration of the Internet domain name(s) "APERFECTRESUME.COM" (the "Name");

WHEREAS, Buyer desires to purchase the exclusive rights to the registration of the Name, and the Seller desires to sell such exclusive rights to Buyer, on the terms set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration and the mutual promises hereinafter set forth, the parties agree as follows:

1. SALE OF DOMAIN NAME AND RELATED PROPERTY.

Seller agrees to sell, assign and transfer to Buyer, her entire right, title and interest in and to the Name, including, but not limited to, any trademark rights associated with the Name (collectively, the "Property").

2. SELLER REPRESENTATIONS AND WARRANTIES.

Seller hereby represents and warrants to Buyer that Seller has the exclusive rights to sell the rights to the registration of the Name and has the full legal right, power and authority to sell, assign or transfer the Property. For the avoidance of doubt, the foregoing will not diminish the warranty exclusions in Section 5 of this Agreement.

Seller further represents and warrants to Buyer that (i) the Property is not currently the subject of any litigation, arbitration, or other proceeding, (ii) no fees are owing to any entity or party with regard to the registration of the Name, and all registration fees are current and shall remain so until close of any transactions related to this Agreement; and (iii) it is not bound by any contract or arrangement that conflicts or might in any way conflict with this Agreement.

3. BUYER REPRESENTATIONS AND WARRANTIES.

Buyer hereby represents and warrants: i) it has the right, power, legal capacity and appropriate authority to enter into this Agreement; ii) it is not bound by any contract or arrangement that conflicts or might in any way conflict with this Agreement; iii) it has not made any fraudulent statements in connection with this Agreement; and iv) it has no knowledge that the Property infringes upon or conflicts or may infringe upon or conflict with the legal rights of a third party or a third party's trademark or trade name.

Buyer agrees to indemnify, defend and hold harmless Seller, its directors, officers, employees, agents, parent companies, subsidiaries and affiliates, from and against any and all claims, liabilities, judgments, penalties, taxes, costs, and expenses (including attorneys' fees) ("Claims") incurred in connection with, arising out of or relating to: (i) Buyer's breach of any of its representations and warranties herewith; or (ii) any allegation that Buyer's use of the Name infringes upon or conflicts with the legal rights of a third party or a third party's trademark or trade name. Seller will have the

right, at its own expense, to participate in the defense and settlement of such Claims represented by counsel that Seller has selected. Buyer will not settle any Claims without the prior written consent of Seller.

3. TRANSFER OF THE RIGHTS.

Upon the execution of this Agreement, Buyer shall pay to Seller \$8,000 USD (the "Consideration") by wire transfer to escrow.com. Buyer is responsible for all escrow.com escrow fees.

Upon receipt of the Consideration, Seller will promptly: (1) change the domain servers of the Name to servers designated by Buyer, and (2) transfer the Name to Buyer. Buyer will provide Seller the registration information required by 1&1 (or such other appropriate organization) (the "Registrar") for transfer of the Name. Seller will assist Buyer in transferring the Name through the Registrar, including completing and signing any required Registrant Name Change Agreements.

Upon receipt of the Consideration, Seller will take any additional actions that may be necessary or desirable to protect and perfect Buyer's title to the Property, including but not limited to, authorizing the change of ownership and assignment of the trademark registration for APERFECTRESUME.COM with the United States Patent and Trademark Office.

4. MAINTENANCE OF PROPERTY.

Seller hereby agrees that she will communicate to the Buyer any facts known to Seller respecting the Property, whenever reasonably requested, and at Buyer's reasonable expense, will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid the Buyer, its successors and assigns, to obtain and enforce proper protection of the Property in all jurisdictions throughout the world.

5. CONFIDENTIALITY.

Each party undertakes that it will not at any time hereafter use or disclose to any person, except to its professional representatives or as may be required by law or any legal or regulatory authority, the terms and conditions of this Agreement. Neither party shall use any such confidential information except for the performance of this Agreement or make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party.

6. WARRANTY EXCLUSIONS.

THE RIGHTS TO THE REGISTRATION OF THE NAME ARE SOLD "AS IS" AND SELLER DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

7. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE FOR (1) LOST PROFITS, REVENUE OR BUSINESS OPPORTUNITY, INTERRUPTION OF BUSINESS, OR (2) ANY INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE CONSIDERATION.

8. GOVERNING LAW; JURISDICTION.

This Agreement shall be construed and controlled by the laws of the State of California and the United States, excluding its conflicts of law principles. Each Party irrevocably submits to exclusive jurisdiction and venue in the state and federal courts sitting in California, for any dispute arising out of this Agreement. Each party waives all defenses of lack of personal jurisdiction and forum nonconveniens.

8. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements or understandings relating thereto. This Agreement may not be modified except in a writing signed by both parties. The failure of any party to exercise or enforce any right or provision of this Agreement, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or that party's right to act with respect to subsequent or similar breaches. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. This Agreement may be executed by facsimile or electronic scan and in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. In the event that any suit or action is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs and expenses of maintaining such suit or action, including reasonable attorney's fees.

The representations, warranties, and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SELLER: Jewel Bracy DeMaio

Signature: Jewel Bracy DeMaio

Name: Jewel Bracy DeMaio

Title: Principal

Address: Box 6184

Elkins Park PA 19027

Date: 2-26-15

BUYER: LiveCareer Limited

Signature: Kevin Insley

Name: Kevin Insley

Title: Director

Address: H.P. House 21 Laffan Street

Hamilton, Bermuda HM 09

Date: February 26, 2015

Buyer Initial: KI
Seller Initial: JBD

TRADEMARK