

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TripPak, LLC		02/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Conversion Interactive Agency, LLC		
Street Address:	5210 Maryland Way		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3699738	JJ JIGGYJOBS.COM	
Registration Number:	3565733	JIGGYJOBS.COM	
CORRESPONDENCE DATA			
Fax Number:	4024354239		
<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:	402-435-3223		
Email:	ckortum@scudderlaw.com		
Correspondent Name:	Chris Kortum		
Address Line 1:	411 South 13th Street		
Address Line 2:	Suite 200		
Address Line 4:	Lincoln, NEBRASKA 68508		
NAME OF SUBMITTER:	Kelley Walkup		
SIGNATURE:	/Kelley Walkup/		
DATE SIGNED:	06/12/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”) is made as of February 4, 2015, by TripPak, LLC, a Delaware limited liability company (the “**Assignor**”), having its principal offices at 4301 West Boy Scout Boulevard, Tampa, Florida 33607, to Conversion Interactive Agency, LLC, a Tennessee limited liability company, having its principal offices at 5210 Maryland Way, Brentwood, Tennessee 37027 (the “**Assignee**”), in connection with and subject to that certain Asset Purchase Agreement, date as of February 4, 2015, by and among Assignor and Assignee (the “**Purchase Agreement**”).

WHEREAS, Assignor is the owner of the certain Intellectual Property listed in Schedule 1 attached hereto (the “**Assigned IP**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed and desires to assign to Assignee, and Assignee desires to accept, all rights, title and interest in and to the Assigned IP; and

WHEREAS, the Assignor and Assignee wish to confirm and memorialize their agreement with respect to the assignment, transfer and conveyance of the Assigned IP to Assignee under the Purchase Agreement, and through this Assignment, are confirming and consummating such transactions contemplated by the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s rights, title and interests in and to the Assigned IP together with all (i) income, royalties, claims for damages, profits and costs, and damages and payments due or payable to Assignor at the Effective Time or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Assigned IP); (ii) causes of action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Assigned IP, and (iii) corresponding rights that, now or hereafter, may be secured throughout the world with respect to the Assigned IP.

2. **Further Assurances.** After the date hereof, in the event any further action is necessary to carry out the purposes of this Assignment, Assignor and its directors, officers, managers and members

shall take all such necessary action as may be reasonably requested by Assignee to achieve such intent, including the execution of any documentation reasonably requested by Assignee to effectuate the assignment, transfer and conveyance of the Assigned IP (including any documentation for filing with the United States Patent and Trademark Office or any equivalent foreign agency or any domain name registrar).

3. **Authorization.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any equivalent authority, entity, agency or registrar to record the Assignee as the assignee and owner of all rights, title and interest in and to the Assigned IP.

4. **Choice of Law.** This Assignment and all disputes or controversies arising out of or relating to the Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles.

5. **Counterparts.** This Assignment may be executed by the parties in multiple counterparts and shall be effective as of the date set forth above when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

6. **Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, Assignor may not assign, delegate or otherwise transfer (whether by operation of law or otherwise) any of its rights, interests or obligations in this Assignment without the prior written approval of the Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment effective as of the date first above written.

Assignee:

Conversion Interactive Agency, LLC

By: Kelley Walkup
Name: Kelley Walkup
Title: Principal manager

Assignor:

TripPak, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment effective as of the date first above written.

Assignee:

Conversion Interactive Agency, LLC

By: _____
Name:
Title:

Assignor:

TripPak, LLC

By: 
Name: Frank Adelman
Title: Chief Executive Officer

SCHEDULE 1

United States Trademark Applications and Registrations

Trademark	Application Serial No.	Application Date	Registration Number	Registration Date
JIGGYJOBS.COM	77/400254	2/19/08	3,565,733	1/20/09
JJ JIGGYJOBS.COM & Design	77/400,257	2/19/08	3,699,738	10/20/09
PRINT + PROMO (including logo)	N/A	N/A	N/A	N/A
VIRTUAL RECRUITER (including logo)	N/A	N/A	N/A	N/A
WEBWORKS (including logo)	N/A	N/A	N/A	N/A