

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Executed Copy of Assignment of IP		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nick Bish		12/31/2015	INDIVIDUAL:
Eric Capogrosso		12/31/2015	INDIVIDUAL:
the Capogrosso Family Trust dated September 14, 2009		12/31/2015	INDIVIDUAL:
Howard Siegel		12/31/2015	INDIVIDUAL:
The Howard Siegel Trust U/A/D 1/31/95		12/31/2015	INDIVIDUAL:
LAjit Technologies LLC		12/31/2015	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Talent Acquisitions, LLC		
Street Address:	10600 Virginia Avenue		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3845552	LAJIT TECHNOLOGIES	
Registration Number:	3879902	LAJIT	
CORRESPONDENCE DATA			
Fax Number:	3107362139		
<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:	3102041912		
Email:	dlee@capspayroll.com		
Correspondent Name:	David Lee		
Address Line 1:	10600 Virginia Avenue		
Address Line 4:	Culver City, CALIFORNIA 90232		
NAME OF SUBMITTER:	David Lee		

CH \$65.00 3845552

SIGNATURE:	/david lee/
DATE SIGNED:	06/23/2016
Total Attachments: 8 source=1.4.2.1.3 Executed Copy of Assignment of IP#page1.tif source=1.4.2.1.3 Executed Copy of Assignment of IP#page2.tif source=1.4.2.1.3 Executed Copy of Assignment of IP#page3.tif source=1.4.2.1.3 Executed Copy of Assignment of IP#page4.tif source=1.4.2.1.3 Executed Copy of Assignment of IP#page5.tif source=1.4.2.1.3 Executed Copy of Assignment of IP#page6.tif source=1.4.2.1.3 Executed Copy of Assignment of IP#page7.tif source=1.4.2.1.3 Executed Copy of Assignment of IP#page8.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

Between

LAJIT TECHNOLOGIES LLC

and

TALENT ACQUISITIONS, LLC

Dated as of December 31, 2015

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of December 31, 2015 (the "*Assignment of Intellectual Property*"), is entered into by and between LAJit Technologies LLC, a California limited liability company ("*Assignor*") and Talent Acquisitions, LLC, a Delaware limited liability company ("*Assignee*").

RECITALS

WHEREAS, Assignor, Nick Bish ("*Bish*"), Eric Capogrosso ("*Capogrosso*"), the Capogrosso Family Trust, dated September 14, 2009 (the "*Capogrosso Trust*") and Howard Siegel ("*Siegel*") and the Howard Siegel Trust U/A/D 1/31/95 (the "*Siegel Trust*") and Assignee are entering into an Asset Purchase Agreement, dated as of December 31, 2015 (the "*Asset Purchase Agreement*"), whereby Assignor sells and assigns and Assignee purchases and accepts certain specific assets and certain specified liabilities from Assignor;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee is purchasing all of Assignor's right, title and interest in and to the Assigned Seller Intellectual Property and Seller Trademarks, together with all goodwill symbolized by the Assigned Seller Intellectual Property and Seller Trademarks; and

WHEREAS, Assignor desires to sell and assign such Assigned Seller Intellectual Property, Seller Trademarks and all goodwill symbolized by the Assigned Seller Intellectual Property and Seller Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of the right, title and interest of Assignor in and to the Assigned Seller Intellectual Property and Seller Trademarks, including, without limitation, the domain names set forth on Exhibit A, including all variations thereof and all registrations pertaining to such domain names and all variations thereof and the Seller Trademarks set forth on Exhibit B, including, without limitation: (a) all foreign, federal, state, local, statutory and common law and other rights therein, the exclusive right to apply for and maintain all registrations and applications for registrations thereof (and all extensions and renewals of such registrations and applications), and all goodwill connected with the use thereof and symbolized thereby, free and clear of all Encumbrances; (b) all of the rights of priority therein in any jurisdiction as may now or hereafter be granted to Assignor and/or its Affiliates by applicable Law; (c) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued; (d) all of the rights, interests, claims and demands recoverable in Law or equity that Assignor and/or its Affiliates have or may have in profits and damages for past, present and future infringements, misappropriations, dilutions or violations of such Assigned Seller Intellectual Property and Seller Trademarks, including without limitation the right to compromise, sue for and collect such profits

and damages; and (e) all other rights and interests arising out of or related to such Assigned Seller Intellectual Property and Seller Trademarks; the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor and/or its Affiliates if this Assignment of Intellectual Property had not been made.

3. Governing Law. This Assignment of Intellectual Property shall be governed by, and construed and enforced in accordance with the Laws of the State of Delaware (without giving effect to its principles or rules of conflict of Laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of Laws of any other jurisdiction).

4. Further Action. From time to time after the date hereof, and for no further consideration, Assignor hereby agrees that Assignor shall, and shall cause each of its Affiliates to, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this Assignment of Intellectual Property and render effective the consummation of the transactions contemplated hereby or otherwise to carry out the intent and purposes of this Assignment of Intellectual Property.

5. Counterparts. This Assignment of Intellectual Property may be executed in several counterparts (and delivered via facsimile or otherwise electronically), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

6. Successors and Assigns. The terms and conditions of this Assignment of Intellectual Property shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Intellectual Property as of the date first above written.

LAJIT TECHNOLOGIES LLC

By: 

Name: Eric Capogrosso

Title: Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 :SS:
COUNTY OF LOS ANGELES)

On January 20, 2016, before me, Eric Capogrosso, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

Please ^{see} attached certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

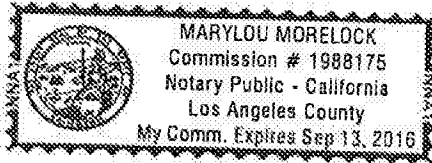
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On January 20, 2016 before me, Marylou Morelock Notary Public
Date Here Insert Name and Title of the Officer
personally appeared ERIC Capogrosso
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marylou Morelock
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment of Intellectual Property Document Date: 12-31-15
Number of Pages: _____ Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

Signer's Name: ERIC Capogrosso
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

TALENT ACQUISITIONS, LLC

By: [Signature]
Name: DOUG SYLVESTER
Title: CEO

ACKNOWLEDGMENT

CALIFORNIA
STATE OF NEW YORK
:SS:
COUNTY OF Los Angeles

On FEB 02, 2016, before me, the undersigned, personally appeared
DOUG SYLVESTER

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

(signature and office of individual taking acknowledgment)

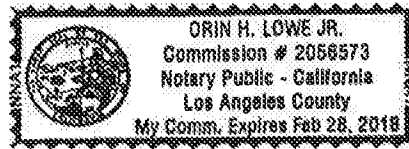


Exhibit A

Domain Names

www.lajit.biz

Exhibit B

Seller Trademarks

- U.S. Trademark Registration No. 3845552 for LAJIT TECHNOLOGIES
- U.S. Trademark Registration No. 3879902 for LAJIT