

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMW TECHNOLOGIES, INC.		12/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SNAGAJOB.COM, INC.		
Street Address:	4851 Lake Brook Drive		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23060		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2980388	PEOPLEMATTER	
Registration Number:	3179107	CAREERCLUES	
Registration Number:	3258350	PEOPLECLUES	
Registration Number:	4918742	PEOPLELYTICS	
Registration Number:	4918743	PEOPLELYTICS	
Registration Number:	3975664		
Registration Number:	3975663	PEOPLEMATTER	
Registration Number:	3872839	PEOPLEMATTER	
CORRESPONDENCE DATA			
Fax Number:	2027287045		
<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:	2027287045		
Email:	chowell@cooley.com		
Correspondent Name:	Cathy Howell, Senior Paralegal		
Address Line 1:	1299 Pennsylvania Ave., N.W.; Suite 700		
Address Line 2:	Cooley LLP		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
SIGNATURE:	/Catherine R. Howell/		

CH \$215.00 2980388

DATE SIGNED:	02/14/2017
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Total Attachments: 4

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ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the “**Agreement**”) is entered into as of the last date of signature below by and between **PMW TECHNOLOGIES, INC.**, a Delaware corporation, (“**Assignor**”) and **SNAGAJOB.COM, INC.**, a Delaware corporation having a place of business at 4851 Lake Brook Drive, Glen Allen, Virginia, 23060, (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “Party” and, collectively, the “Parties.”

WHEREAS, Assignor and Assignee are each wholly-owned subsidiaries of SAJ Shift Corp., a Delaware corporation (“Parent”);

WHEREAS, Assignor wishes to transfer the Assets, as defined below, to Assignee;

WHEREAS, Assignee desires to accept the transfer of the Assets subject to the conditions below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, including but not limited to the merger agreement between Parent and Assignor, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. In this Agreement, “**Intellectual Property**” means all intellectual property and industrial property rights and assets, and all rights, interests, and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights, and other similar designations of source, sponsorship, association, or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications, and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites, and related content, accounts with Twitter, Facebook, and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, designs, and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration, and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions, and extensions thereof), patent applications, and other patent rights and any other Governmental Authority issued indicia of invention ownership (including inventor’s certificates, petty patents, and patent utility models); and (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases, and other related specifications and documentation.

2. Transfer of Assets. Subject to the terms and conditions of this Agreement, upon Assignee's delivery to Assignor of \$1.00, Assignor hereby transfers, contributes, conveys, assigns, quit-claims, delegates, and delivers to Assignee, its successors and assigns, to have and to hold forever, all of Assignor's right, title, and interest in and to the following assets, properties, and rights (collectively, the "**Assets**"):

(i) all Intellectual Property owned by Assignor, including but not limited to Assignor's common law and registered trademarks identified on the attached Exhibit A (the "**Trademarks**");

(ii) the business to which the Trademarks pertain and all goodwill associated with and symbolized by the Trademarks; and

(iii) all rights, privileges, claims, and causes of action (regardless of whether or not such claims or causes of action have been asserted by Assignor) relating to the ownership or use of the Intellectual Property.

3. Assumption of Liabilities. Assignee hereby assumes and undertakes to pay, satisfy, and discharge any and all debts, obligations, duties, and liabilities (each a "**Liability**" and collectively the "**Liabilities**") of any kind, character, or nature whatsoever (whether known or unknown, accrued, absolute, contingent, determined, determinable, or otherwise) relating specifically to the Assets. For the avoidance of doubt, any Liabilities of Assignor not relating specifically to the Assets are not assumed by Assignee under this Agreement.

4. Further Assurances. Each Party shall execute and cause to be delivered to the other Party such instruments and other documents, and shall take such other actions, as such other Party shall reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their respective successors and assigns.

6. Severability. In the event that any provision of this Agreement, or the application of any such provision to any person or entity or set of circumstances, is determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to such person or entity or circumstances other than those as to which it is determined to be invalid, unlawful, void, or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

7. Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Parties hereto.

8. Execution. This Agreement may be executed in any number of counterparts, including counterparts executed by facsimile or electronic (i.e., PDF) transmission, each of which shall be an original, but all of which together shall constitute one instrument. This

Agreement may be executed electronically and electronic signatures shall serve the same purpose as ink signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date specified below.

PMW TECHNOLOGIES, INC.

By:  _____
Keith Haas (Dec 30, 2016)

Name: Keith Haas

Title: Chief Financial Officer

Date: December 30, 2016

SNAGAJOB.COM, INC.


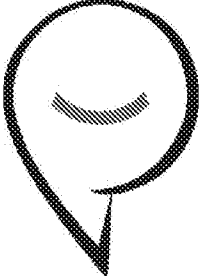

By:  _____
James Monroe (Dec 30, 2016)

Name: James Monroe

Title: SVP Operations

Date: December 30, 2016

EXHIBIT A

Mark	Relevant Registrations
PEOPLEMATTER	U.S. Reg. No. 2,980,388
CAREERCLUES	U.S. Reg. No. 3,179,107
PEOPLECLUES	U.S. Reg. No. 3,258,350 U.K. Reg. No. 2,456,087
PEOPLELYTICS	U.S. Reg. No. 4,918,742
PEOPLELYTICS and Design 	U.S. Reg. No. 4,918,743
	U.S. Reg. No. 3,975,664
PEOPLEMATTER and Design 	U.S. Reg. No. 3,975,663
PEOPLEMATTER	U.S. Reg. No. 3,872,839
CLUES	

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