TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM422289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global HR Research, Inc.		04/03/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Global Radar Acquisition LLC		
Street Address:	c/o Renovo Capital Fund II, LP 14241 Dallas Parkway		
Internal Address:	Suite 610		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4320383	GLOBALHR RESEARCH
Registration Number:	4435316	GLOBALHR RESEARCH

CORRESPONDENCE DATA

Fax Number: 8043447999

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.

Email: HWRITM@HUNTON.COM

Correspondent Name: Anne W. Pearlman, Hunton & Williams LLP

Address Line 1: 2200 Pennsylvania Ave, NW Address Line 4: Washington, D.C. 20037

NAME OF SUBMITTER:	Anne W. Pearlman
SIGNATURE:	/Anne W. Pearlman/
DATE SIGNED:	04/03/2017

Total Attachments: 5

source=Project Radar - IP Assignment (GHRR to GRA) (EXECUTED)_64582300_1#page1.tif source=Project Radar - IP Assignment (GHRR to GRA) (EXECUTED)_64582300_1#page2.tif source=Project Radar - IP Assignment (GHRR to GRA) (EXECUTED)_64582300_1#page3.tif source=Project Radar - IP Assignment (GHRR to GRA) (EXECUTED)_64582300_1#page4.tif

TRADEMARK 900400989 REEL: 006025 FRAME: 0597 source=Project Radar - IP Assignment (GHRR to GRA) (EXECUTED)_64582300_1#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made as of April 3, 2017 by and between Global HR Research, Inc., a Delaware corporation ("ASSIGNOR"), and Global Radar Acquisition LLC, a Delaware limited liability company ("ASSIGNEE"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, by and between ASSIGNOR and ASSIGNEE (the "APA").

WHEREAS, ASSIGNOR owns all right, title and interest in and to the Assigned Intellectual Property (defined below); and

WHEREAS, ASSIGNEE, in connection with the transactions contemplated by the APA, is desirous of acquiring ASSIGNOR's entire right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows.

- 1. ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest in and to the Assigned Intellectual Property.
- 2. "Assigned Intellectual Property" means all Intellectual Property that is owned by ASSIGNOR and used in or necessary for the conduct of the Business as currently conducted by ASSIGNOR, including, without limitation, the Intellectual Property set forth on Schedule A attached hereto.
- 3. "Business" means the pre-hire services including background screening, criminal background checks, references, employment and educational verification, drug testing and on-boarding and assessment solutions offered by ASSIGNOR immediately prior to the date hereof.
- "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, expressions, 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, ex parte reviews, post grant reviews, 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 utility models); (f) software and firmware existing or under development, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, algorithms, scripts, Databases and other related specifications, code, and documentation; (g) royalties,

fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (h) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for past, present and future damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

- 5. ASSIGNOR hereby covenants that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict with this Assignment.
- 6. The foregoing assignment of the Assigned Intellectual Property includes all rights to sue for past, present and future infringement, including the right to collect and receive any damages, royalties or settlements for such infringements, all rights to sue for injunctive or other equitable relief and any and all causes of action relating to any of the Assigned Intellectual Property;
- 7. ASSIGNOR hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the Assigned Intellectual Property or in the preparation or prosecution of any continuation, continuation-in-part, substitute, divisional, renewal, reexamination or reissue applications or in any amendments, extensions or interference proceedings, or other applications for patents or trademarks of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in the aforementioned Assigned Intellectual Property.
- 8. ASSIGNOR hereby further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE any and all facts known to ASSIGNOR respecting said Assigned Intellectual Property, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take an actions that may be necessary or desirable to perfect the title to any of the Assigned Intellectual Property.
- 9. ASSIGNOR does hereby authorize and request the Director of the United States Patent and Trademark Office, and directors of equivalent foreign patent offices, to issue any and all letters patent and trademark registrations which may be granted upon said Assigned Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to ASSIGNEE.

IN TESTIMONY WHEREOF Thereunto set my hand this 3rd day of April, 2017.

GLOBAL/HIR RESEARCIA, DY

By:

Name: Gex F. Richardson

Title: VP & Assistant Secretary

Notarization of IP Assignment

STATE OF FLORIDA

SS

COUNTY OF BROWARD ::

Before me, the undersigned authority, on this day personally appeared <u>Gex Richardson</u>, the <u>Vice President</u> of <u>Global HR Research</u>, <u>Inc.</u>, a <u>Delaware corporation</u>, known to me to be the person whose name is subscribed to the foregoing instrument, and upon his oath acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3RD DAY OF APRIL, 2017.

Notary Public State of Florida PATRICIA A., JOYCE

Notary Public - State of Florida

Commission & FF 951891

My Comm. Expires Feb 19, 2020

Bonded through National Notary Assn.

SCHEDULE A ASSIGNED INTELLECTUAL PROPERTY

- 1. All Intellectual Property associated with the Prometheus Platform
- 2. The following trademarks, and the associated goodwill:

Trademark:	GLOBALHR RESEARCH	GLOBALHR RESEARCH GlobalHR Research	
Image:	GLOBALHR RESEARCH		
Application Date:	08/02/12	02/06/13	
Application No:	85693883	85841970	
Registration Date:	04/16/13	11/19/13	
Registration No:	4320383	4435316	
Status:	Registered	Registered	

3. Domain Names

		Expiration	
Domain Name	Created	Date	Status
candidateupass.com	12/7/2016	12/7/2021	Active
candidateupassnetwork.com	12/13/2016	12/13/2018	Active
canupass.com	12/13/2016	12/13/2018	Active
ghrr.biz	3/21/2012	3/20/2017	Active
ghrr.co	3/21/2012	3/20/2017	Active
ghrr.co.uk	3/21/2012	3/21/2018	Active
ghrr.com	9/19/2006	9/19/2024	Active
ghrr.info	3/21/2012	3/21/2017	Active
ghrr.net	3/21/2012	3/21/2017	Active
ghrr.us	3/21/2012	3/20/2017	Active
gigchecks.com	11/16/2016	11/16/2018	Active
gigscreens.com	11/16/2016	11/16/2018	Active
globalhr.co	05/31/2016	05/30/2017	Active
globalhrdiagnostics.com	11/21/2011	11/21/2017	Active
globalhrresearch.biz	3/21/2012	3/20/2017	Active
globalhrresearch.co	3/21/2012	3/20/2017	Active
globalhrresearch.co.uk	3/21/2012	3/21/2018	Active
globalhrresearch.com	1/4/2005	1/4/2018	Active
globalhrresearch.info	3/21/2012	3/21/2017	Active
globalhrresearch.net	3/21/2012	3/21/2017	Active
globalhrresearch.org	3/21/2012	3/21/2017	Active
globalhrresearch.us	3/21/2012	3/20/2017	Active
healthcareverification.com	1/4/2010	1/4/2018	Active

healthcareverifications.com	1/4/2010	1/4/2018	Active
myvolunteerpass.com	4/21/2009	4/21/2017	Active
prehireintelligence.com	9/9/2013	9/9/2017	Active
safetenantscreen.com	8/6/2013	8/6/2018	Active
safevolunteercheck.com	12/10/2008	12/10/2017	Active
talent-gen.com	6/1/2012	6/1/2017	Active
talentpassportexchange.com	3/9/2017	3/9/2020	Active
talentpassportnetwork.com	2/14/2017	2/14/2018	Active
talentupass.com	12/7/2016	12/7/2018	Active
thevolunteerpass.com	4/21/2009	4/21/2017	Active
upassnetwork.com	12/13/2016	12/13/2018	Active
upassnow.com	12/7/2016	12/7/2021	Active
volunteerpass.com	4/21/2009	4/21/2017	Active

RECORDED: 04/03/2017