

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM423403

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Adecco Group AG | | 12/12/2016 | Public Limited Company: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | IQNavigator, Inc. | | |
| Street Address: | 6465 Greenwood Plaza Blvd. | | |
| Internal Address: | Suite 800 | | |
| City: | Centennial | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80111 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2480781 | BEELINE | |
| Registration Number: | 3069693 | BEELINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4158362501 | | |
| <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: | 4158362506 | | |
| Email: | carolanne.bashir@dlapiper.com | | |
| Correspondent Name: | Gina Durham | | |
| Address Line 1: | 555 Mission St., Suite 2400 | | |
| Address Line 2: | 352069-243/244 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105-2933 | | |
| NAME OF SUBMITTER: | Carol Anne Bashir | | |
| SIGNATURE: | /Carol Anne Bashir/ | | |
| DATE SIGNED: | 04/12/2017 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of December 12, 2016 ("Effective Date") by and between Adecco Group AG, a public limited company organized under the Laws of Switzerland ("Canadian Seller") and ADO Staffing, Inc. ("ADO Staffing," and together with the Canadian Seller, the "Assignors"), on the one hand, and IQNavigator, Inc., a Delaware corporation ("IP Buyer" or "Assignee"), on the other hand. Capitalized terms used but not expressly defined herein shall have the meanings given thereto in the Purchase Agreement (as defined below).

WHEREAS, Assignee, Modis, Inc., a Florida corporation ("US Seller"), Canadian Seller, Olsten (U.K.) Holdings LTD, a private company organized under the Laws of the United Kingdom ("UK Seller" and, together with US Seller and Canadian Seller, the "Sellers"), IQN Holding Corp., a Delaware corporation ("US Buyer"), IQNavigator Solutions, Inc., a corporation registered under the laws of the Province of British Columbia ("Canadian Buyer"), IQNavigator Limited, a private company organized under the Laws of the United Kingdom ("UK Buyer" and, together with Parent, US Buyer, IP Buyer and Canadian Buyer, the "Buyers"), IQN/Beeline Holdings, LLC, a Delaware limited liability company and Mozart Holdings, LLC, a Delaware limited liability company ("Mozart Holdings") are parties to a Securities Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Buyers will acquire (directly or indirectly) from Sellers: (i) all of the issued and outstanding shares of common stock, par value ~~3.00~~ share, of Beeline.com, Inc., a Florida corporation ("Beeline"); (ii) all of the issued and outstanding shares of common stock, ~~no par~~ value per share, of Beeline Acquisition Corp., a Florida corporation ("Beeline Acquisition"); (iii) all of the issued and outstanding common shares ~~with a par value~~ of Beeline International Company, a Canadian corporation ("Beeline Canada"); (iv) all of the issued and outstanding ordinary shares of Beeline.com Limited, a private company organized under the Laws of the United Kingdom ("Beeline UK" and, and together with Beeline, Beeline Acquisition and Beeline Canada, the "Beeline Companies"); and (v) the Transferred IP (such transactions (i) - (v) collectively, the "Acquisition"), on the terms and conditions set forth therein;

WHEREAS, pursuant to the Purchase Agreement, each Assignor wishes to assign to Assignee, and Assignee wishes to acquire from the Assignors the trademark registrations and applications set forth on Schedule A attached hereto, including any registrations and applications therefor, any renewals and extensions of registrations, and all other corresponding rights, and in each case, together with the goodwill of the business associated therewith (collectively, the "Transferred Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Transferred Marks, for the United States and for all other countries, including, without limitation, all rights therein provided by international conventions and treaties, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present

or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Each Assignor agrees that no rights in the Transferred Marks are retained by such Assignor.

Each Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any other applicable jurisdiction, to record Assignee as the assignee and owner of the Transferred Marks.

Each Assignor represents and warrants that: (i) such Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Transferred Marks (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) such Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) such Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Each Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any applications for registration or renewal relating to the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, cancellation, invalidation, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Transferred Marks and this Assignment; (iii) obtaining any additional trademark, patent or copyright protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other applicable jurisdiction; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

ADECCO GROUP AG

By: Patrick Kleffel

Name: Patrick Kleffel

Title: Group General Counsel

By: André Van der Toorn

Name: André Van der Toorn

Title: Group Head of Treasury

ADO STAFFING, INC.

By: _____

Name: Robert P. Crouch

Title: Chief Executive Officer

[signature page to II' Assignment]

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Name: Patrick Kleffel


Title: Group General Counsel

By: _____

Name: André Van der Toorn

Title: Group Head of Treasury

ADO STAFFING, INC.

By:  _____

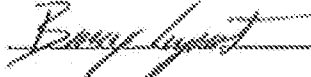
Name: Robert P. Crouch

Title: Chief Executive Officer

[signature page to IP Assignment]

ASSIGNEE:

IQNAVIGATOR, INC.

By: 

Name: Barry Capoot

Title: Chief Financial Officer

[signature page to IP Assignment]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Jurisdiction | Application No. | Filing Date | Registration No. | Registration Date | Current Owner |
|--------------|------------------------------------|-----------------|-------------|------------------|-------------------|--------------------|
| BEELINE | Argentina | 3.195.887 | 12/12/2012 | 2620443 | 01/06/2014 | Adecco Group AG |
| BEELINE | Argentina | 3.195.886 | 12/02/2012 | | | Adecco Group AG |
| BEELINE | Australia | 1517595 | 10/02/2012 | 1517595 | 08/07/2013 | Adecco Group AG |
| BEELINE | Brazil | 840282176 | 09/28/2012 | 840282176 | 08/25/2015 | Adecco Group AG |
| BEELINE | Brazil | 840282150 | 09/28/2012 | 840282150 | 11/03/2015 | Adecco Group AG |
| BEELINE | Canada | 1043107 | 01/18/2000 | TMA557191 | 01/31/2002 | Adecco Group AG |
| BEELINE | Switzerland | 61637/2012 | 09/28/2012 | 636590 | 11/19/2012 | Adecco Group AG |
| BEELINE | European Union | 001432541 | 12/21/1999 | 001432541 | 04/05/2001 | Adecco Group AG |
| BEELINE | European Union | 011225406 | 09/28/2012 | 011225406 | 02/26/2013 | Adecco Group AG |
| BEELINE | United Kingdom | N/A | 12/17/1999 | 2217582 | 12/21/2001 | Adecco Group AG |
| BEELINE | Hong Kong | 302394603 | 10/03/2012 | 302394603 | 10/03/2012 | Adecco Group AG |
| BEELINE | India | 2424254 | 11/06/2012 | N/A | N/A | Adecco Group AG |
| BEELINE | Japan | IR 1149471 | 09/06/2013 | IR 1149471 | N/A | Adecco Group AG |
| BEELINE | Mexico | 1315695 | 10/09/2012 | 1347331 | 02/08/2013 | Adecco Group AG |
| BEELINE | Mexico | 1315694 | 10/09/2012 | 1347330 | 02/08/2013 | Adecco Group AG |
| BEELINE | New Zealand | 966389 | 10/01/2012 | 966389 | 09/28/2012 | Adecco Group AG |
| BEELINE | Singapore | IR 1149471 | 09/06/2013 | IR 1149471 | N/A | Adecco Group AG |
| BEELINE | United States | 76/537893 | 08/15/2003 | 3069693 | 03/21/2006 | Adecco Group AG |
| BEELINE | United States | 75/842402 | 11/06/1999 | 2480781 | 08/21/2001 | Adecco Group AG |
| BEELINE | International Agreement & Protocol | N/A | 01/09/2013 | 1149471 | 01/09/2013 | Adecco Group AG |
| BEELINE.COM | Canada | 1043108 | 01/18/2000 | TMA557190 | 01/31/2002 | Adecco Group AG |
| SMARTVIEW | United States | 77616548 | 11/18/2008 | 3822661 | 07/20/2010 | ADO Staffing, Inc. |
| SMARTRATE | United States | 77571168 | 09/16/2008 | 3732427 | 12/29/2009 | ADO Staffing, Inc. |
| MYA | United States | 86271559 | 05/05/2014 | 4804977 | 09/01/2015 | ADO Staffing, Inc. |
| MYA & Design | United States | 86271570 | 05/05/2014 | 4863965 | 12/01/2015 | ADO Staffing, Inc. |