

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Degree LLC		04/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	World 50, Inc.		
Street Address:	3525 Piedmont Rd NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4606789	ONE DEGREE	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	etillman@mmmlaw.com		
Correspondent Name:	Morris, Manning & Martin, LLP		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	31260-113022		
NAME OF SUBMITTER:	Daniel E. Sineway		
SIGNATURE:	/Daniel E. Sineway/		
DATE SIGNED:	04/19/2017		
Total Attachments: 3			
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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of the latest signature date indicated in the signature block at the end of this Agreement ("Effective Date") by and among World 50, Inc., a Delaware corporation ("Assignee"), and One Degree LLC, a Delaware limited liability company ("Assignor") (collectively, the "Parties," and singularly, each a "Party").

WHEREAS, Assignor began using the ONE DEGREE mark on November 15, 2012 ("Mark");

WHEREAS, Assignor the owner of U.S. Trademark Registration No. 4,606,789 for the Mark in association with "[p]roviding an online business networking website; providing an online searchable database featuring information relating to occupational skills, behavioral skills and preferences that help individual professionals and entities find compatibility with one another; providing online computer databases and online searchable databases in the fields of business, careers and professional networking; providing online career networking services; providing on-line information in the fields of careers and personal issues related to careers and work life," which registered on September 16, 2014 ("Registration");

WHEREAS, Assignor and Assignee entered into that certain Domain Name and Trademark Purchase Agreement, dated 4-17-2017, transferring ownership of the Registration and Mark from Assignor to Assignee ("Purchase Agreement"); and

WHEREAS, the Parties accordingly wish to execute this recordable Assignment to evidence the transfer of ownership of the Registration and Mark from Assignor to Assignee;

NOW, THEREFORE, for the good and valuable consideration outlined and defined in the Purchase Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to any and all trademark rights related to the Mark, including but not limited to the Registration, and including all state and common law rights and rights in the United States and in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Mark, and the right to file and own trademark applications and registrations therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with

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Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Mark and Registration, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with Assignee to perfect the transfer of the Mark and Registration hereunder and, if appropriate, to assure that the transfer of the Registration is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at Assignee's sole expense.

3. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by Assignor, on the one hand, and Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

SS *DP*

SIGNATURE PAGE FOLLOWS

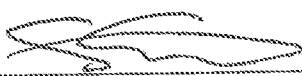
IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

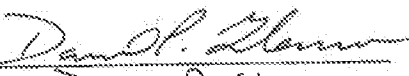
ASSIGNOR:

ASSIGNEE:

One Degree LLC

World 50, Inc.

By: 
Name: SEAN STYRIN
Title: CEO ONE DEGREE LLC
Date: 4.17.2017

By: 
Name: Daniel P. Gleason
Title: CEO
Date: 4/17/2017