

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425914

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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 |
| Viserv, Inc. | | 10/05/2015 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Columbia Books, Inc. | | |
| Street Address: | 4340 East-West Highway | | |
| Internal Address: | Suite 300 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Corporation: D.C. | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3173129 | THE PERSONNEL ADVISOR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6157420429 | | |
| <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: | 615-742-7770 | | |
| Email: | trademarks@bassberry.com | | |
| Correspondent Name: | Paige W. Mills | | |
| Address Line 1: | 150 3rd Ave. S. | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Nashville, TENNESSEE 37201 | | |
| ATTORNEY DOCKET NUMBER: | 119831-800 | | |
| NAME OF SUBMITTER: | Paige W. Mills | | |
| SIGNATURE: | /Paige Waldrop Mills/ | | |
| DATE SIGNED: | 05/02/2017 | | |
| Total Attachments: 4 | | | |
| source=IP Assignment Agreement Moeser Viserv Oct 2015 (signed)#page1.tif | | | |
| source=IP Assignment Agreement Moeser Viserv Oct 2015 (signed)#page2.tif | | | |
| source=IP Assignment Agreement Moeser Viserv Oct 2015 (signed)#page3.tif | | | |

CH \$40.00 3173129

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Assignment**") is made and entered into as of October 5, 2015 (the "**Effective Date**"), by and between Viserv, Inc., a Texas corporation ("**Assignor**") and Columbia Books, Inc., a District of Columbia corporation (the "**Assignee**").

WHEREAS, Assignor is the owner of the copyright registrations listed on Exhibit A hereto (the "**Copyrights**"), the trademark registrations listed on Exhibit A hereto (the "**Trademarks**") and the domain names listed on Exhibit A hereto (the "**Domain Names**");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "**Purchase Agreement**"), Assignee purchased the Copyrights, Trademarks and Domain Names (collectively, the "**Registered Intellectual Property**") from Assignor;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment of all of Assignor's right, title and interest in and to the Registered Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment of the Copyrights. Assignor hereby assigns and transfers to Assignee, free and clear of all encumbrances and security interests, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the Copyrights, together with all rights to income, royalties, and license fees deriving from the Copyrights; including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Copyrights, (ii) all registrations obtained by Assignor for the Copyrights including all extensions and renewals thereof, (iii) the right to file any document to maintain the Copyrights and any associated registrations, (iv) all common law copyright and rights in the Copyrights, (v) the right to file applications for registration of the Copyrights worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Copyrights and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

2. Assignment of the Trademarks. Assignor hereby assigns and transfers to Assignee, free and clear of all encumbrances and security interests, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the Trademarks, including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

3. Assignment of the Domain Names. Assignor hereby assigns and transfers to Assignee, free and clear of all encumbrances and security interests, and Assignee hereby receives, acquires and accepts, all of Assignor's worldwide right, title and interest in and to the Domain Names, including: (i) the right to enforce the rights to said Domain Names; (ii) the right to all income derived from said Domain Names, and (iii) any and all claims, and rights for damages, profits, and other awards by reason of any past, present, and future unauthorized use or other violation of any rights in the Domain Names, unfair competition and/or deceptive trade practices related to the Domain Names, and all other related causes of action, and the right to sue therefor.

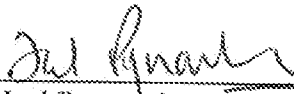
4. Further Assurances. Assignor hereby authorizes the U.S. Copyright Office and the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Assignee as the owner of the Registered Intellectual Property. Assignor covenants and agrees that Assignor will at any time upon Assignee's reasonable request make, execute and deliver, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents, and do all lawful acts and things, which, in the reasonable opinion of counsel for Assignee, its successors and assigns, may in any country be required or necessary to more effectively secure to and vest in Assignee, its successors and assigns the Registered Intellectual Property, provided that all of Assignor's out of pocket costs and expenses in connection with performing the foregoing acts shall be paid for by Assignee.
5. Counterparts: Facsimile or Email Signatures. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies or .pdf, each of which shall be deemed an original.
6. Entire Agreement. This Agreement and the Purchase Agreement constitute the entire agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
7. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
8. Amendment. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each party hereto.
9. Successors and Assigns. This Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.
10. Headings. The paragraph headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
11. Governing Law; Submission to Jurisdiction; Waiver of Trial by Jury. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without regard to its laws regarding conflicts of law.
12. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

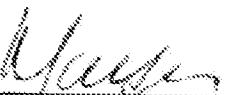
BUYER:

COLUMBIA BOOKS, INC.

By: 
Name: Joel Poznansky
Title: President

SELLER:

VISERV, INC.

By: 
Name: Robert K. Moeser
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROEPRTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006046 FRAME: 0828

EXHIBIT A – REGISTERED INTELLECTUAL PROPERTY

Websites/Domains

- All Company websites and domain names, including but not limited to the following:
 - www.thepersonneladvisor.net, expires June 13, 2017
 - www.thepersonneladvisor.com, expires February 8, 2019
 - hrhelp.biz, expires May 20, 2016
 - hrhelp.info, expires September 14, 2017
 - myhrhelp.net, expires February 13, 2016
 - myhrhelp.com, expires September 6, 2017

Copyrights and Trademarks

- US Copyright TXu000950596 / 2000-07-24 “The Texas Personnel Advisor”
- US Copyright TXu000397310 / 1989-09-28 “The Texas Personnel Advisor, 1990: Vol. I”
- All common law and all other registered copyrights associated with the Publications not listed above.
- USPTO Trademark 3173129, “The Personnel Advisor”, registered November 21, 2006.