

900406358 05/17/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM427874

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teachers-Teachers.com, LLC		04/14/2017	Limited Liability Company - Florida
RECEIVING PARTY DATA			
Name:	Frontline Technologies Group LLC		
Street Address:	1400 Atwater Drive		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Limited Liability Company - Delaware		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2678486	POINT.CLICK.HIRE.	
Registration Number:	2577300	TEACHERS-TEACHERS.COM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-937-2376		
Email:	trademarks@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
NAME OF SUBMITTER:		Leanne M. Andrepont	
SIGNATURE:		/Leanne M. Andrepont/	
DATE SIGNED:		05/17/2017	
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is made and entered into as of April 14, 2017, by and between (i) **FRONTLINE TECHNOLOGIES GROUP LLC**, a Delaware limited liability company (the “**Assignee**”); (ii) **TEACHERS-TEACHERS.COM, LLC**, a Florida limited liability company (the “**Assignor**”) and (iii) **MYEDMATCH, LLC**, a Missouri limited liability company and wholly owned subsidiary of the Seller (“**Assignor Sub,**” and together with the Seller, the “**Assignor Group**”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of April 14, 2017 (the “**Purchase Agreement**”).

RECITALS

WHEREAS, the Assignor Group and the Assignee are parties to the Purchase Agreement, pursuant to which the Assignor Group has agreed to assign to Assignee the Intellectual Property Assets owned, purported to be owned or licensed by the Assignor Group (including without limitation all of the Assignor Group’s Intellectual Property rights in and related to the Company Products and Business Platforms) to Assignee, and Assignee has agreed to accept such assignment.

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

1. Sale, Transfer, Assignment, Delivery and Conveyance. The Assignor Group does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to Assignee, and Assignee does hereby purchase, acquire and accept from the Assignor Group, all of the Assignor Group’s rights, title and interest, throughout the world, in, to and under the Intellectual Property Assets owned, purported to be owned or licensed by the Assignor Group, including without limitation (i) all of the Assignor Group’s Intellectual Property rights in and related to the Company Products and Business Platforms, (ii) all of the registered trademarks identified on **Schedule A** hereto, (iii) all of the unregistered trademarks identified on **Schedule B** hereto and (iv) all of the domain names registered with the applicable Internet domain name registrars identified on **Schedule C** hereto, together with all rights of action and defenses accrued, accruing and to accrue in respect of such Intellectual Property Assets, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of the Assignor Group in all matters related to all of the foregoing (collectively, the “**Assigned IP**”), in each case free and clear of any encumbrances (which for purposes of this Section 1, shall mean any lien, pledge, mortgage, deed of trust or security interest). The Assignor Group hereby waives any moral rights, or rights equivalent thereto, that the Assignor Group may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, the Assignor Group agrees that it shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Further Assurances. The Assignor Group agrees to execute, without cost to Assignee, any and all documents deemed necessary by Assignee to obtain and enforce copyrights, patents, trademarks and trade secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and generally do everything reasonably required or necessary to aid Assignee, its successors and assigns in perfecting and enforcing its rights in and to the Assigned IP in the United States and throughout the world. In the event that the Assignor Group does not, for any reason, execute such documents within a reasonable time of Assignee's request, the Assignor Group hereby irrevocably appoints Assignee as the Assignor Group's attorney-in-fact for the purpose of executing such documents on the Assignor's behalf, which appointment is coupled with an interest.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Entire Agreement. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms thereof. Nothing contained in this Assignment shall be construed to enlarge, limit, modify or alter the rights of the Assignor Group or the Assignee under the Purchase Agreement. This Assignment is made solely for the purpose of separately evidencing and effectuating certain of the Transactions and, in the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

6. Miscellaneous. This Assignment, and any and all disputes directly or indirectly arising out of or relating to this Assignment, will be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law rules thereof. Each of the parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any such disputes, and waives any objections to the laying of venue in such courts. If any provision of this Assignment is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent. A waiver of rights under this Assignment will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights. This Assignment may not be amended unless the amendment is in writing and signed by authorized representatives of both.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor, Assignor Sub and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

“ASSIGNEE”

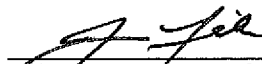
FRONTLINE TECHNOLOGIES GROUP LLC

By: Paula Olson
Name: Paula Olson
Title: Chief Financial Officer

IN WITNESS WHEREOF, Assignor, Assignor Sub and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

“ASSIGNOR”

TEACHERS-TEACHERS.COM, LLC

By: 
Name: Jason Froelich
Title: CEO

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006067 FRAME: 0095

IN WITNESS WHEREOF, Assignor, Assignor Sub and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

“ASSIGNOR SUB”

MYEDMATCH, LLC

By: 

Name: Jason Froelich

Title: Authorized Representative

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006067 FRAME: 0096

SCHEDULE A

Registered Trademarks

Trademark	Status	Country	Serial No.	Filing Date	Registration No.	Registration Date	Owner
POINT. CLICK. HIRE	Registered	U.S.	75720181	June 25, 1999	2678486	January 21, 2003	TEACHERS- TEACHERS.COM, LLC
TEACHERS- TEACHERS.COM	Registered	U.S.	76030449	April 20, 2000	2577300	June 11, 2002	TEACHERS- TEACHERS.COM, LLC

SCHEDULE B

Unregistered Trademarks

None.

SCHEDULE C

Domain Names

Domain	TLD	Registrant
AMERICANTEACHER.ORG	.org	Jason Froelich
ARKANSASPARTNERSINEDUCATION.ORG	.org	Jason Froelich
birminghamteaching.com	.com	Jason Froelich
CANADATEACH.COM	.com	Jason Froelich
CANADATEACH.ORG	.org	Jason Froelich
CLEVELANDTEACHERS.COM	.com	Jason Froelich
EDCERTIFY.COM	.com	Alicia Herald
EDCERTIFY.MOBI	.mobi	Alicia Herald
EDUCATEDC.ORG	.org	Jason Froelich
EDUCATEMONTANA.ORG	.org	Jason Froelich
indyeducators.com	.com	Jason Froelich
indyteaching.com	.com	Jason Froelich
indyteaching.org	.org	Jason Froelich
K12SCHOOLJOBS.COM	.com	Jason Froelich
myed.careers	.careers	Jason Froelich
myed.fit	.fit	Jason Froelich
myed.support	.support	Jason Froelich
myed.tech	.tech	Jason Froelich
myedchat.com	.com	Jason Froelich
myedcore.com	.com	Jason Froelich
myedfit.com	.com	Jason Froelich
myedk12.com	.com	Jason Froelich
myedk12.info	.info	Jason Froelich
myedk12.net	.net	Jason Froelich
myedk12.org	.org	Jason Froelich
MYEDMATCH.COM	.com	Alicia Herald
MYEDMATCH.MOBI	.mobi	Alicia Herald
MYEDMATCH.NET	.net	Alicia Herald
myedpipeline.com	.com	Jason Froelich
myedprospects.com	.com	Jason Froelich
myedrecruit.com	.com	Jason Froelich
myedsource.com	.com	Jason Froelich
myedspot.com	.com	Jason Froelich
myedsubs.com	.com	Jason Froelich
myedsuite.com	.com	Jason Froelich
myedtech.com	.com	Jason Froelich
myedtechnologies.com	.com	Jason Froelich

Domain	TLD	Registrant
OKLAHOMATEACHINGJOBS.ORG	.org	Jason Froelich
phillyeducators.com	.com	Jason Froelich
phillyeducators.org	.org	Jason Froelich
SPECIAL.ED.CAREERS	.careers	Jason Froelich
SPECIAL.EDUCATOR.ORG	.org	Jason Froelich
SPECIAL.EDUCATORS.ORG	.org	Jason Froelich
TEACHARIZONA.ORG	.org	Jason Froelich
TEACHAUSTIN.COM	.com	Jason Froelich
teachbatonrouge.com	.com	Jason Froelich
TEACHBIGAPPLE.COM	.com	Jason Froelich
teachbirmingham.org	.org	Jason Froelich
teachcali.com	.com	Jason Froelich
teachcali.org	.org	Jason Froelich
TEACHDALLAS.COM	.com	Jason Froelich
teachdelaware.org	.org	Jason Froelich
TEACHDENVER.ORG	.org	Jason Froelich
teacher.fit	.fit	Jason Froelich
TEACHERLY.COM	.com	Jason Froelich
TEACHERS-TEACHERS.COM	.com	Jason Froelich
TEACHERS-TEACHERS.ORG	.org	Jason Froelich
TEACHERSDC.COM	.com	Jason Froelich
TEACHERSDENVER.COM	.com	Jason Froelich
TEACHERSNYC.ORG	.org	Jason Froelich
TEACHERSTEACHERS.COM	.com	Jason Froelich
TEACHERSTEACHERS.ORG	.org	Jason Froelich
TEACHFLORIDA.ORG	.org	Jason Froelich
teachforbirmingham.com	.com	Jason Froelich
TEACHINCHARLOTTE.COM	.com	Jason Froelich
TEACHINDC.COM	.com	Jason Froelich
teachindelaware.com	.com	Jason Froelich
TEACHINDETROIT.COM	.com	Jason Froelich
TEACHINDIANA.ORG	.org	Jason Froelich
teachindianapolis.com	.com	Jason Froelich
teachindy.org	.org	Jason Froelich
teachingarizona.org	.org	Jason Froelich
TEACHINGATLANTA.COM	.com	Jason Froelich
teachingbirmingham.com	.com	Jason Froelich
TEACHINGCHARLOTTE.COM	.com	Jason Froelich
TEACHINGCHICAGO.ORG	.org	Jason Froelich
TEACHINGDC.COM	.com	Jason Froelich

Domain	TLD	Registrant
TEACHINGDENVER.COM	.com	Jason Froelich
TEACHINGDETROIT.COM	.com	Jason Froelich
TEACHINGHOUSTON.COM	.com	Jason Froelich
teachingindy.com	.com	Jason Froelich
teachingindy.org	.org	Jason Froelich
TEACHINGJOBS.ORG	.org	Jason Froelich
TEACHINGJOBSCOLORADO.COM	.com	Jason Froelich
TEACHINGJOBSTEXAS.COM	.com	Jason Froelich
TEACHINGMIAMI.COM	.com	Jason Froelich
TEACHINGNASHVILLE.COM	.com	Jason Froelich
TEACHINGPHILLY.COM	.com	Jason Froelich
TEACHINGPHOENIX.COM	.com	Jason Froelich
TEACHINGSTL.COM	.com	Jason Froelich
teachingtennessee.org	.org	Jason Froelich
TEACHINHOUSTON.COM	.com	Jason Froelich
TEACHINMIAMI.COM	.com	Jason Froelich
teachinphilly.org	.org	Jason Froelich
TEACHINPHOENIX.COM	.com	Jason Froelich
TEACHINSTL.COM	.com	Jason Froelich
teachintn.com	.com	Jason Froelich
teachinvirginia.org	.org	Jason Froelich
teachjax.org	.org	Jason Froelich
teachkc.com	.com	Jason Froelich
teachkc.org	.org	Jason Froelich
TEACHKENTUCKY.ORG	.org	Jason Froelich
TEACHMICHIGAN.ORG	.org	Jason Froelich
teachmilwaukee.com	.com	Jason Froelich
TEACHMISSISSIPPI.NET	.net	Jason Froelich
TEACHMISSISSIPPI.ORG	.org	Jason Froelich
TEACHMISSOURI.COM	.com	Jason Froelich
TEACHMISSOURI.ORG	.org	Jason Froelich
TEACHMONTANA.ORG	.org	Jason Froelich
TEACHNEVADA.ORG	.org	Jason Froelich
TEACHNORTHCAROLINA.COM	.com	Jason Froelich
teachoakland.com	.com	Jason Froelich
TEACHOHIO.ORG	.org	Jason Froelich
TEACHOKC.COM	.com	Jason Froelich
TEACHOKLAHOMA.ORG	.org	Jason Froelich
TEACHORLANDO.COM	.com	Jason Froelich
TEACHPENNSYLVANIA.ORG	.org	Jason Froelich

Domain	TLD	Registrant
TEACHPHX.COM	.com	Jason Froelich
TEACHPITTSBURG.COM	.com	Jason Froelich
TEACHSANANTONIO.COM	.com	Jason Froelich
TEACHSANFRANCISCO.COM	.com	Jason Froelich
TEACHSEATTLE.COM	.com	Jason Froelich
TEACHSF.COM	.com	Jason Froelich
TEACHSTL.ORG	.org	Jason Froelich
TEACHTENNESSEE.COM	.com	Jason Froelich
teachtwincities.com	.com	Jason Froelich
TEACHUTAH.ORG	.org	Jason Froelich
teachvegas.org	.org	Jason Froelich
TEACHVIRGINIA.ORG	.org	Jason Froelich
TEACHWYOMING.ORG	.org	Jason Froelich
tennesseeteaching.com	.com	Jason Froelich
UTAHEDUCATIONJOBS.ORG	.org	Jason Froelich
WATEACH.ORG	.org	Jason Froelich