

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team People, LLC		09/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	System One Holdings, LLC		
Street Address:	210 Sixth Avenue		
Internal Address:	Suite 3100		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87505736	'SMARTPRO'	
Serial Number:	87505502	TEAMPEOPLE	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
<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:	412-394-7767		
Email:	traip@clarkhill.com		
Correspondent Name:	Paul D. Bangor, Jr.		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 2:	One Oxford Centre		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	89600.315130		
NAME OF SUBMITTER:	Paul D. Bangor, Jr.		
SIGNATURE:	/Paul D. Bangor, Jr./		
DATE SIGNED:	09/13/2017		
Total Attachments: 6 source=20170913165656#page1.tif			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made this 11th day of September, 2017, by and between Team People, LLC, a Delaware limited liability company ("Assignor"), and System One Holdings, LLC, a Delaware limited liability company (the "Assignee"). Terms used herein and not otherwise defined herein have their respective meanings as set forth in the Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement"), by and among Assignor, the Equityholders, and Assignee.

RECITALS:

WHEREAS, Assignor, Equityholders and Assignee are parties to the Asset Purchase Agreement and, pursuant and subject to the Asset Purchase Agreement, Assignor agreed to sell, assign and transfer to Assignee all Proprietary Rights that are owned, leased, licensed or possessed by Assignor and used in the operation of Assignor's Business, including the domain name "www.teampeople.tv," and the name "Team People" and all derivatives thereof (collectively, the "Intellectual Property");

WHEREAS, the parties now desire to effectuate the assignment and assumption of the Intellectual Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration paid to the Assignor by the Assignee, receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Effective as of the Closing, Assignor hereby assigns to Assignee, and Assignee hereby assumes the Intellectual Property. Assignor further hereby represents and warrants that the items listed in Schedule A constitute a full and complete listing of all Intellectual Property currently exclusively owned by Assignor. Assignee, by this Agreement, shall become entitled to all rights, titles, obligations and interests of Assignor in and to the Intellectual Property as if Assignee were the original party thereto or owner thereof.

2. No Liabilities Assumed. Except as expressly set forth in the Asset Purchase Agreement and the Assumption Agreement by and between Assignor (as Seller) and Assignee (as Purchaser) of even date herewith, Assignee assumes no liability or obligation with respect to, and Assignor retains full and complete responsibility for, and full obligation and liability in respect of, all indebtedness, obligations, claims and other liabilities (direct or indirect, known or unknown, choate or inchoate, absolute or contingent) of whatever nature of Assignor not specifically assumed by Assignee herein with respect to the Intellectual Property.

3. Other Intellectual Property. To the extent that Assignor owns any Intellectual Property that are not listed on Schedule A, Assignor hereby sells, conveys and transfers its worldwide right, title and interest in, to and under that remaining Intellectual Property 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 Assignor if this assignment and sale had not been made.

4. Conflict. This Agreement is made subject to and with the benefit of the representations, warranties and other provisions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by any party of any liabilities imposed on another party by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Agreement and continue in full force and effect for the applicable periods in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

5. Additional Documents. Assignor shall execute and/or obtain such further documents, including without limitation any consents, waivers or assignments, and perform such further acts, as may be reasonably necessary to transfer and convey the Intellectual Property to Assignee, pursuant to the terms contained in the Asset Purchase Agreement, and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.

6. Waiver; Modification. Waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. This Agreement may not be modified, altered, amended, or otherwise changed except by a written instrument executed by each of the parties.

7. Notices. All notices made pursuant to this Agreement shall be in writing and shall be sufficiently served when delivered personally to the party to be notified or sent by certified mail to the last known address, as determined by using due diligence, of the party to be notified.

8. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations hereunder shall be assignable without the prior written consent of the other party; provided, however, that Assignee may assign its rights, without consent, (i) as security to any lender providing financing to Assignee, (ii) to an Affiliate (as defined in the Asset Purchase Agreement) of Assignee, and/or (iii) in connection with a sale of all or substantially all of the business of Assignee and/or its Affiliates.

9. Section Headings. Section headings have been inserted in this Agreement for convenience of reference only. If there is any conflict between such headings and the text of this Agreement, the text shall control.

10. Severability. In the event that any provision of this Agreement is declared to be illegal or invalid, only such provision shall be affected. This Agreement shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

11. Applicable Law. This Agreement shall be construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

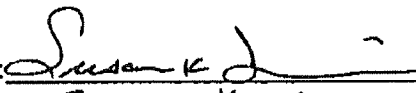
12. Counterparts. This Agreement may be executed in counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the date first above written.

ASSIGNOR:

TEAM PEOPLE, LLC

By: 
Name: SUSAN K IRVIN
Title: MANAGER

ASSIGNEE:

SYSTEM ONE HOLDINGS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the date first above written.

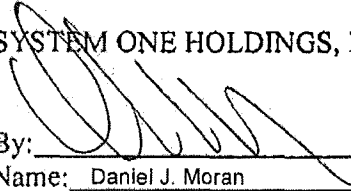
ASSIGNOR:

TEAM PEOPLE, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

SYSTEM ONE HOLDINGS, LLC

By:  _____
Name: Daniel J. Moran
Title: Chief Financial Officer

SCHEDULE A

Intellectual Property

Domain Names

www.teampeople.tv
www.teampeople.net

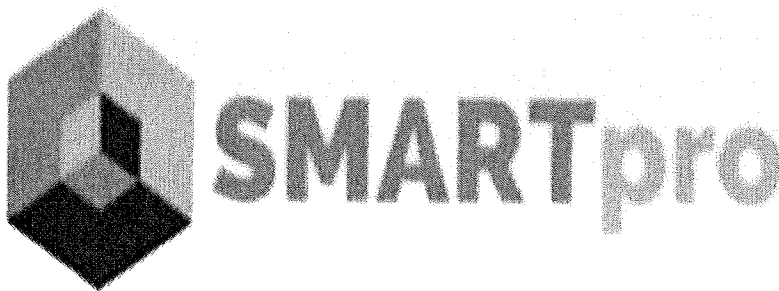
Trade Names

Team People
TeamPeople
teampeople

Word Marks

TeamPeople

Type of Mark: Trademark
Serial Number: 87505502
Filing Date: June 26, 2017
Status: Live



Type of Mark: Service Mark
Serial Number: 87505736
Filing Date: June 26, 2017
Status: Live

Other

All rights with respect to the SMARTpro software, an Audio Visual Schedule Master program developed by Assignor.

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