

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ketan Anjaria		08/11/2017	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HireClub.com, Inc.		
<b>Street Address:</b>	385 29th Street, #3		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94131		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87446121	HIRECLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	650-796-0895		
<b>Email:</b>	lmignano@smithshapourian.com		
<b>Correspondent Name:</b>	Lindsey S. Mignano		
<b>Address Line 1:</b>	201 Spear Street, Suite 1100		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	HireClub.com, Inc. Assign		
<b>NAME OF SUBMITTER:</b>	Lindsey S. Mignano		
<b>SIGNATURE:</b>	/Lindsey S. Mignano/		
<b>DATE SIGNED:</b>	09/15/2017		
<b>Total Attachments: 5</b>			
source=HireClub.com, Inc. Technology Assignment Agreement#page1.tif			
source=HireClub.com, Inc. Technology Assignment Agreement#page2.tif			
source=HireClub.com, Inc. Technology Assignment Agreement#page3.tif			
source=HireClub.com, Inc. Technology Assignment Agreement#page4.tif			
source=HireClub.com, Inc. Technology Assignment Agreement#page5.tif			

OP \$40.00 87446121

## TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (the “Agreement”) is entered into by and between Ketan Anjaria (the “Assignor”) and HireClub.com, Inc., a Delaware corporation (the “Company”). The assignment hereunder is intended to qualify for tax-free treatment under Internal Revenue Code Section 351.

1. **Assignment.** Assignor hereby assigns to the Company exclusively and throughout the world all right, title, and interest (whether or not now existing) in (a) the subject matter referred to in Exhibit A (the “Technology”), (b) all precursors, portions and works in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and (c) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, sui generis database rights and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively, “Intellectual Property”). To the extent allowed by applicable law, this Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist’s rights, droit moral or the like (collectively, “Moral Rights”). To the extent Assignor retains any Moral Rights under applicable law, Assignor hereby ratifies and consents, and hereby provides all necessary ratifications and consents, to any action that may be taken with respect to such Moral Rights by or authorized by the Company, and Assignor agrees not to assert any Moral Rights with respect thereto. Assignor will confirm any such ratification, consent or agreement from time to time as requested by the Company.

2. **Consideration.** The Company agrees to issue to Assignor certain shares of common stock of the Company on the effective date of this Agreement pursuant to the provisions of a separate Restricted Stock Purchase Agreement of even date herewith between the Company and Assignor. Such shares shall be the only consideration required of the Company with respect to the subject matter of this Agreement.

3. **Further Assurances.** Assignor agrees to assist the Company in every proper way to evidence, record, and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. Assignor further agrees to render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Technology and Intellectual Property, in the Company’s name and for its benefit.

Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Technology and Intellectual Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Technology and Intellectual Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Technology and Intellectual Property.

In the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Technology and Intellectual Property assigned hereunder.

4. **Warranty.** Assignor represents and warrants to the Company that (a) Assignor is the sole owner of the Technology and Intellectual Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Technology and Intellectual Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Technology and Intellectual Property is an original work of Assignor, (e) none of the Technology and Intellectual Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Technology and Intellectual Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound and (h) Assignor has maintained the Technology and Intellectual Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Technology and Intellectual Property to any third party.

Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any

patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Technology and Intellectual Property. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Technology and Intellectual Property or any part thereof.

5. **Indemnification.** Assignor will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "Claim") set forth in this Agreement, provided that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

6. **Miscellaneous.**

This Agreement constitutes the entire, complete, final, and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

This Agreement will be governed and construed in accordance with the laws of the State of California without giving effect to any conflicts of laws principles that require the application of the law of a different state.

If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

ASSIGNOR

Date: August 11, 2017

By: /s/ Ketan Anjaria

Ketan Anjaria

EXHIBIT A  
**TECHNOLOGY**

The “Technology” includes, but is not limited to, all ideas, concepts, specifications, designs, models, prototypes, techniques, tools, diagrams, outlines, descriptions and other documentation, information, data, and all other technology of any kind applicable to the presently intended business of the Company, including:

1. Assignor’s intellectual property, including:

- Website and domain name located at HireClub.com and hireclub.co
- Trademark rights to company name & logo designs
- Facebook Group + Page located at <http://fb.com/groups/hireclub> and <http://fb.com/hireclub>
- Twitter profile located at <http://twitter.com/hireclub>
- Instagram profile located at <http://instagram.com/hireclub>
- LinkedIn profile located at <https://www.linkedin.com/company-beta/18042919/>
- AngelList profile located at <https://angel.co/hireclub>

and

2. All Assignor’s discoveries, ideas, business plans, concepts, improvements, domain names, inventions (whether patentable or not), knowledge, know-how, processes, information, data, data collections, procedures, processes, techniques, designs, drawings, flow charts, software code (in any form including source code and executable or object code), user interface, wireframes, formulae, computer programs, trade secrets, works of authorship, and trademarks used in connection with or related to the business of the Company, including brand names, product names, logos and slogans, and associated goodwill.

The Intellectual Property assigned hereunder includes the documents and other materials that were created in connection with the development of, and further describe, the Technology listed above.