

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OnTarget Jobs, Inc		01/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ziff Davis, LLC		
Street Address:	28 East 28th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5251656	HEALTH ECAREERS	
Registration Number:	4478879	HEALTH CALLINGS	
Registration Number:	4651324	HEALTHCAREERS NETWORK	
CORRESPONDENCE DATA			
Fax Number:	2125035417		
<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:	2125035417		
Email:	julianna_orgel-eaton@ziffdavis.com		
Correspondent Name:	Julianna Orgel-Eaton		
Address Line 1:	28 East 28th Street		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Julianna E. Orgel-Eaton		
SIGNATURE:	/Julianna E. Orgel-Eaton/		
DATE SIGNED:	01/03/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of January 3, 2018 (this “Assignment”), is made by OnTargetJobs, Inc. (“OnTargetJobs”) in favor of Ziff Davis, LLC., a Delaware limited liability company (the “Buyer”). Capitalized terms used but not defined herein have the meanings assigned to them in the Stock Purchase Agreement dated December 4, 2017 (the “Purchase Agreement”) between OnTargetJobs and the Buyer.

Pursuant to the Purchase Agreement, OnTargetJobs has, among other things, agreed to grant all of its right, title and interest in and to the trademarks listed on Schedule 1 attached hereto (the “Trademarks”) to the Buyer.

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office, and any other applicable trademark offices outside of the United States, as may be necessary to effectuate the assignment and transfer of the Trademarks to Buyer.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OnTargetJobs hereby agrees as follows:

1. **OnTargetJobs** hereby contributes, conveys, transfers, assigns and delivers to the Buyer all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks, (d) all rights to proceeds, including, without limitation, damages, claims, income, payments and royalties, whether presently existing or hereafter arising, arising out of or related to the Trademarks, (e) all claims, demands and causes of action (in law or in equity) for past, present and future damages arising out of or relating to infringement of the Trademarks, and (f) all rights to sue, counterclaim, and recover for past, present, and future infringement arising out of or relating to the Trademarks.

2. **OnTargetJobs** authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Buyer as the assignee and owner of any and all of **OnTargetJobs**'s rights in the Trademarks.

3. **OnTargetJobs** hereby acknowledges and agrees that from and after the date hereof, the Buyer shall be the exclusive owner of the Trademarks.

4. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New York.

5. This Assignment is subject in all respects to the terms and conditions of the

Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, supplement or otherwise modify any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. Notwithstanding anything herein to the contrary, to the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

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SCHEDULE 1

Mark Name	Country	Status	Class Number	Registration No.
Health eCareers	United States	Registered	IC 035. IC 041	5251656
Health Callings	United States	Registered	IC 035	4478879
Health eCareers Network	United States	Registered	IC 035	4651324