

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Career Services Group, Inc.		12/28/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Talent Worldwide Inc.		
Street Address:	113 University Place, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2899604	INTERVIEWSMART	
Registration Number:	2251467	CAREERPERFECT	
Registration Number:	2197776	CAREERPERFECT	
CORRESPONDENCE DATA			
Fax Number:	2122592445		
<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:	(212) 408.2645		
Email:	NYTMDPT@BakerBotts.com		
Correspondent Name:	Baker Botts LLP		
Address Line 1:	30 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10112-4498		
NAME OF SUBMITTER:	Tania C. Ramos		
SIGNATURE:	/Tania C. Ramos/		
DATE SIGNED:	01/23/2018		
Total Attachments: 3			
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ASSIGNMENT OF COPYRIGHTS AND TRADEMARKS

This Assignment of Copyrights and Trademarks ("Assignment"), is made and entered into effective as of December 28, 2017 ("Effective Date"), by and between Career Services Group, Inc., a Washington corporation, having an address of 4120 Meridian Street, Suite 280, Bellingham, Washington 98226 (hereafter "Assignor"), and Talent Worldwide Inc., a Delaware corporation, having an address of 113 University Place, 5th Floor, New York, New York, 10003 (hereafter "Assignee");

WHEREAS, Assignor, in accordance with the Contribution Agreement between the parties, desires to assign to Assignee (i) all copyrights and moral rights (if any) in any works of authorship owned, claimed, assigned to or authored by Assignor, including, but not limited to, the works identified on "Exhibit A" and/or the copyright applications and registrations therefor (hereinafter, individually and/or collectively referred to as the "Copyrighted Works"), and (ii) all rights, title and interest in any names, marks, trademarks, service marks, trade names, domain names and logo(s) used in connection with Assignor's business, products, and/or services, and any related registrations and pending applications identified on "Exhibit B" therefor, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, individually and/or collectively referred to as the "Marks");

WHEREAS, Assignee, in accordance with the Contribution Agreement between the parties, desires to acquire all rights, title and interest held by the Assignor in and to the Copyrighted Works and Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Assignor, without reservation of any rights, title or interest, hereby grants, sells, assigns, transfers, conveys, and sets over to Assignee, its successors and assigns, all of Assignor's worldwide and/or universal rights, title, and interest in and to Copyrighted Works, including, but not limited to, all copyrights, moral rights, if any, applications for registration or registrations granted in said Copyrighted Works, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the terms for which copyrights are granted or renewed as fully and entirely as the same would have been or enjoyed by Assignor if this assignment had not been made. For the sake of clarity, Assignor assigns to Assignee the right to sue and recover damages, profits, payments, costs and/or attorneys' fees for claims of infringement of such Copyrighted Works arising before the Effective Date of this Assignment.

2. Assignor further, without reservation of any rights, title or interest, hereby grants, sells, assigns, transfers, conveys, and sets over to Assignee, its successors and assigns, all of Assignor's worldwide and/or universal rights, title, and interest in and to the Marks, including, but not limited to, the related applications and registrations therefor, and all common law rights in the Marks, together with the goodwill of the business symbolized by the Marks throughout the world, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives,

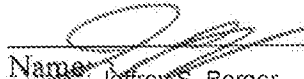
as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor further assigns to Assignee the right to sue and recover damages, profits, payments, costs and/or attorneys' fees for claims of infringement, unfair competition, likelihood of confusion and/or dilution of the Marks, if any, arising before the Effective Date of this Assignment.

3. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, pdf or digital signature shall be deemed an original.

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

CAREER SERVICES GROUP, INC.
(Assignor)

By: _____


Name: Jeffrey S. Berger
Title: President

TALENT WORLDWIDE INC.
(Assignee)

By: _____

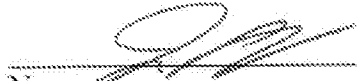

Name: Jeffrey S. Berger
Title: President & Chief Executive Officer

EXHIBIT B

Country	Trademark	Appl. No./Appl. Date	Reg. No./Reg. Date	Goods/Services	Owner
U.S.	INTERVIEWSMART	78/254253 5/26/2003	2899604 11/2/2004	Class 9: Computer software for career management and preparing for employment interviews Class 16: Printed workbooks for career management and preparing for employment interviews	Career Services Group, Inc.
U.S.	CAREERPERFECT	75/479822 5/5/1998	2251467 6/8/1999	Class 9: Computer software for use in career assessment and career management.	Career Services Group, Inc.
U.S.	CAREERPERFECT	75/330761 7/25/1997	2197776 10/20/1998	Class 16: Printed questionnaires used as career assessment and management tools. Class 35: Providing employment counseling and planning, job searching and employer information.	Career Services Group, Inc.