

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462828

<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>
Rigzone.com, Inc.		02/20/2018	Corporation: TEXAS
Rigzone Energy Limited		02/20/2018	Corporation: SCOTLAND
Rigzone Pty Limited		02/20/2018	Corporation: AUSTRALIA
Dice Career Solutions, Inc.		02/20/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Westwood Global Energy Limited		
<b>Street Address:</b>	38 Albyn Place		
<b>City:</b>	Aberdeen		
<b>State/Country:</b>	SCOTLAND		
<b>Postal Code:</b>	AB10 1YN		
<b>Entity Type:</b>	Corporation: SCOTLAND		
<b>Name:</b>	Westwood Global Energy Inc.		
<b>Street Address:</b>	3800 Buffalo Speedway		
<b>Internal Address:</b>	Suite 180		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77098		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5101602	RIGEDGE	
<b>Registration Number:</b>	3545669	RIGLOGIX	
<b>Registration Number:</b>	3494475	RIGOUTLOOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7137513290		
<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>	713-751-3200		
<b>Email:</b>	kstrademarks@kslaw.com		

OP \$90.00 5101602

**Correspondent Name:** King & Spalding LLP  
**Address Line 1:** 1100 Louisiana Street  
**Address Line 2:** Suite 4000  
**Address Line 4:** Houston, TEXAS 77002

**NAME OF SUBMITTER:** Rajesh D. Patel

**SIGNATURE:** /Rajesh D. Patel/

**DATE SIGNED:** 02/21/2018

**Total Attachments: 6**

source=DHI - IP Assignment Agreement (Trademarks)\_ (Executed)\_ (11715679)\_ (1)#page1.tif  
source=DHI - IP Assignment Agreement (Trademarks)\_ (Executed)\_ (11715679)\_ (1)#page2.tif  
source=DHI - IP Assignment Agreement (Trademarks)\_ (Executed)\_ (11715679)\_ (1)#page3.tif  
source=DHI - IP Assignment Agreement (Trademarks)\_ (Executed)\_ (11715679)\_ (1)#page4.tif  
source=DHI - IP Assignment Agreement (Trademarks)\_ (Executed)\_ (11715679)\_ (1)#page5.tif  
source=DHI - IP Assignment Agreement (Trademarks)\_ (Executed)\_ (11715679)\_ (1)#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”), dated as of February 20, 2018 (“Effective Date”), is made and entered into by and among Rigzone.com, Inc. (“Rigzone US”), a Texas corporation, Rigzone Energy Limited (“Rigzone UK”), a Scottish corporation, Rigzone Pty Limited (“Rigzone Australia”), an Australian corporation, and Dice Career Solutions, Inc., a Delaware corporation (“Dice”, and together Rigzone US, Rigzone UK and Rigzone Australia, the “Assignors”), DHI Group, Inc., a Delaware corporation (“Parent”) and Westwood Global Energy Limited, a Scottish corporation (the “Scottish Assignee”), and Westwood Global Energy Inc., a Delaware corporation (the “US Assignee” and together with the Scottish Assignee, the “Assignees” and together with the Assignors, the “Parties”) Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among the Parties.

A. Pursuant to, and subject to the terms and conditions of the Purchase Agreement, the Assignors desire to sell, convey, transfer, deliver and assign to US Assignee and Scottish Assignee all trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing (the “Trademarks”); and

B. The Assignors are willing to assign all of their rights, title and interest in and to the Trademarks on the terms and subject to the conditions set forth in this IP Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective as of the Effective Date, the Assignors hereby irrevocably sell, convey, transfer, deliver, assign and set over to the US Assignee and the Scottish Assignee, such Seller’s successors and assigns, all of their worldwide right, title and interest in and to the Trademarks, the same to be held and enjoyed by the US Assignee and the Scottish Assignee, their successors and assigns, including without limitation all worldwide right, title and interest in and to:

(a) the Trademarks identified in Exhibit A, all registrations and applications for any of the foregoing, renewals and extensions thereof and all goodwill associated with any of the foregoing;

(b) the Assignors right to file trademark applications in the United States and throughout the world for the Trademarks in the name of the US Assignee and the Scottish Assignee, their successors and assigns; and

(c) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any Trademarks, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Intellectual Property, and all rights corresponding thereto throughout the world for the Trademarks.

2. Authorization. The Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, the corresponding entities or agencies in any applicable foreign jurisdictions and the agencies and entities in any applicable foreign jurisdiction, whose duty is to issue patents, trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the US Assignee and the Scottish Assignee and to record the US Assignee and the Scottish Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the US Assignee and the Scottish Assignee, their successors, assigns or other legal representatives.

3. Further Assurances. The Assignors shall, without incurring any monetary expenses, provide the US Assignee and the Scottish Assignee, their successors and assigns with all such assistance as they may reasonably request to confirm, record, patent, register or enforce the rights granted in Section 1 above, including, without limitation, upon the US Assignee and the Scottish Assignee's reasonable request, to execute all further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this IP Assignment Agreement and to record the US Assignee and the Scottish Assignee as owner of the Trademarks. The Assignors shall not assert any right, title or interest in or to any of the Trademarks or use any of the Trademarks except as may be expressly authorized by the US Assignee and the Scottish Assignee in writing.

4. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to its choice of law rules. The Parties hereto agree that any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this IP Assignment Agreement or the transactions contemplated hereby shall be brought only to the exclusive jurisdiction of the courts of the State of New York or the federal courts located in the State of New York, and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding which is brought in any such court has been brought in an inconvenient forum.

5. Counterparts. This IP Assignment Agreement may be executed in two or more counterparts (delivery of which may be by facsimile, or via email as a portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this IP Assignment Agreement or the terms of this IP Assignment Agreement to produce or account for more than one of such counterparts.

6. Entire Agreement; Amendment; Successors and Assigns. This IP Assignment Agreement (including all Exhibits and other attachments), the Purchase Agreement and the other Ancillary Documents constitute the entire agreement between the Parties with respect to the subject matter of this IP Assignment Agreement, the Purchase Agreement and the other Ancillary Documents and supersedes all prior agreements, oral and written, between the Parties hereto with respect to the subject matter of this IP Assignment Agreement, the Purchase Agreement and the other Ancillary Documents. This IP Assignment Agreement may not be amended, modified or supplemented except by written agreement of the Parties hereto. This IP Assignment Agreement shall be binding upon and will

inure to the benefit of the Parties and their successors and permitted assigns, and any reference to a party shall also be a reference to a successor or permitted assign.

[SIGNATURE PAGE FOLLOWS]

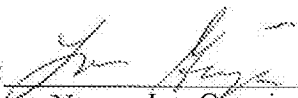
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

**ASSIGNORS:**

**ASSIGNEES:**

RIGZONE.COM, INC.

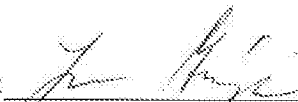
WESTWOOD GLOBAL ENERGY LIMITED

By:   
Name: Luc Gregoire  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name:  
Title:

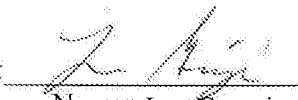
RIGZONE ENERGY LIMITED

WESTWOOD GLOBAL ENERGY INC.


By:   
Name: Luc Gregoire  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name:  
Title:

RIGZONE PTY LIMITED

By:   
Name: Luc Gregoire  
Title: Chief Financial Officer

DICE CAREER SOLUTIONS, INC.

By:   
Name: Luc Gregoire  
Title: Chief Financial Officer

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.


ASSIGNORS:

ASSIGNEES:

RIGZONE.COM, INC.

WESTWOOD GLOBAL ENERGY LIMITED

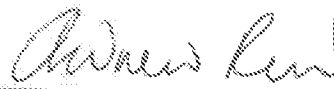
By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: GRANT BELL  
Title: DIRECTOR

RIGZONE ENERGY LIMITED

WESTWOOD GLOBAL ENERGY INC.

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: ANDREW REID  
Title: PRESIDENT

RIGZONE PTY LIMITED

By: \_\_\_\_\_  
Name:  
Title:

DICE CAREER SOLUTIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to IP Assignment Agreement]

**EXHIBIT A**  
**Trademarks**

MarkName	Country	Current Owner	App Date	App No	Reg Date	Reg No	Status
RIGEDGE United	US	Rigzone.com, Inc. (RIGZ)	09/25/2015	86/768,760	12/13/2016	5,101,602	Registered (G)
RIGLOGIX United	US	Rigzone.com, Inc (RIGZ)	02/04/2008	76/686,503	12/16/2008	3,545,669	Registered (G)
RIGOUTLOOK	US	Rigzone.com, Inc. (RIGZ)	02/19/2008	76/686,901	09/02/2008	3,494,475	Registered (G)