

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infinity Staffing Solutions LLC		02/21/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Lyneer Staffing Solutions, LLC		
Street Address:	1011 Whitehead Road Ext.		
City:	Ewing		
State/Country:	NEW JERSEY		
Postal Code:	08638		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4502173	LYNEER	
Registration Number:	4505850	LYNEER STAFFING SOLUTIONS	
Registration Number:	4492068	LYNEER INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6173106009		
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	083000-032500		
NAME OF SUBMITTER:	Bethany Stokes		
SIGNATURE:	/Bethany Stokes/		
DATE SIGNED:	02/26/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 21st day of February, 2018 by and between Infinity Staffing Solutions LLC, a New Jersey limited liability company ("Assignor"), and Lyneer Staffing Solutions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks, and all goodwill associated therewith throughout the world set forth on Schedule A attached hereto and incorporated herein by this reference (the "Assigned Trademarks");

WHEREAS, Assignor and Assignee have agreed, pursuant to that certain Asset Purchase and Contribution Agreement, dated as of even date herewith, by and among Assignor, Staff4Jobs LLC, Advanced Management Services LLC, Endurix National Staffing Limited Liability Company, Assignee, Lyneer Investments, LLC, Lyneer Management Holdings LLC, Lyneer Holdings, Inc., James S. Radvany and Todd McNulty, as the Majority Members, and the Seller Representatives named therein (as the same may be amended, modified, and supplemented from time to time, the "Purchase Agreement"), the terms of which are incorporated herein by reference, pursuant to which Assignor agreed to and does sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks. Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor has the desire to sell, transfer, assign and set over unto Assignee, and Assignee has the desire to accept, all rights, title and interest in and to the Assigned Trademarks as specified in this Assignment;

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, delivers, grants, bargains and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignee shall have the sole right to sue and recover for and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, dilution, damage, injury or other unauthorized use of the Assigned Trademarks or the registrations thereof or such associated goodwill.
2. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to

ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Assigned Trademarks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this Assignment, transfer and sale as may be necessary or desirable.
4. Assignor shall make no further use of the Assigned Trademarks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Assigned Trademarks after the date of this Assignment.
5. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
6. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

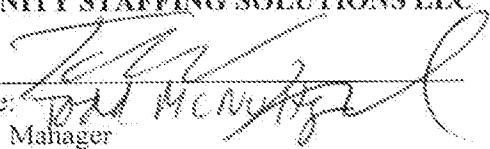
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

ASSIGNEE:

INFINITY STAFFING SOLUTIONS LLC

LYNEER STAFFING SOLUTIONS, LLC

By: 
Name: Tom McManis
Title: Manager

By: _____
Name: Michael Challhub
Title: Secretary

[Signature Page to Trademark Assignment -- Infinity]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

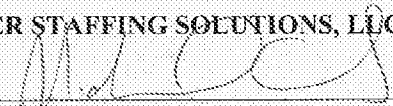
ASSIGNOR:

INFINITY STAFFING SOLUTIONS LLC

By: _____
Name:
Title: Manager

ASSIGNEE:

LYNEER STAFFING SOLUTIONS, LLC

By: 
Name: Michael Chalhoub
Title: Secretary

[Signature Page to Trademark Assignment - Infinity]

SCHEDULE A: Intellectual Property

U.S. Trademarks:

Mark	Registration No./ Registration Date	Goods/Services	Owner of Record	Notes
LYNEER	4502173 3/25/2014	Class 035: Employment agency services, namely, filling the temporary and permanent staffing needs of businesses	Infinity Staffing Solutions LLC d/b/a DBA Lyneer Staffing Solutions	Registered
LYNEER STAFFING SOLUTIONS	4505850 4/1/2014	Class 035: Employment agency services, namely, filling the temporary and permanent staffing needs of businesses	Infinity Staffing Solutions LLC d/b/a DBA Lyneer Staffing Solutions	Registered
LYNEER INTERNATIONAL	4492068 3/4/2014	Class 035: Employment agency services, namely, filling the temporary and permanent staffing needs of businesses	Infinity Staffing Solutions, LLC, d/b/a Lyneer Staffing Solutions	Registered

Schedule A