

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM486100

<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>
Adecco Group AG		12/12/2016	Public Limited Company: SWITZERLAND
ADO Staffing, Inc.		12/12/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IQNavigator, Inc.		
<b>Street Address:</b>	6465 Greenwood Plaza Blvd. Suite 800		
<b>City:</b>	Centennial		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3822661	SMARTVIEW	
<b>Registration Number:</b>	3732427	SMARTRATE	
<b>Registration Number:</b>	4804977	MYA	
<b>Registration Number:</b>	4863965	MYA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	617-951-7169		
<b>Email:</b>	catherine.murray@ropesgray.com		
<b>Correspondent Name:</b>	Catherine Murray		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	112613-0147-001		
<b>NAME OF SUBMITTER:</b>	Catherine Murray		
<b>SIGNATURE:</b>	/catherine murray/		
<b>DATE SIGNED:</b>	08/15/2018		

CH \$115.00 3822661

**Total Attachments: 6**

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## **INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is made and entered into as of December 12, 2016 ("Effective Date") by and between Adecco Group AG, a public limited company organized under the Laws of Switzerland ("Canadian Seller") and ADO Staffing, Inc. ("ADO Staffing," and together with the Canadian Seller, the "Assignors"), on the one hand, and IQNavigator, Inc., a Delaware corporation ("IP Buyer" or "Assignee"), on the other hand. Capitalized terms used but not expressly defined herein shall have the meanings given thereto in the Purchase Agreement (as defined below).

**WHEREAS**, Assignee, Modis, Inc., a Florida corporation ("US Seller"), Canadian Seller, Olsten (U.K.) Holdings LTD, a private company organized under the Laws of the United Kingdom ("UK Seller" and, together with US Seller and Canadian Seller, the "Sellers"), IQN Holding Corp., a Delaware corporation ("US Buyer"), IQNavigator Solutions, Inc., a corporation registered under the laws of the Province of British Columbia ("Canadian Buyer"), IQNavigator Limited, a private company organized under the Laws of the United Kingdom ("UK Buyer" and, together with Parent, US Buyer, IP Buyer and Canadian Buyer, the "Buyers"), IQN/Beeline Holdings, LLC, a Delaware limited liability company and Mozart Holdings, LLC, a Delaware limited liability company ("Mozart Holdings") are parties to a Securities Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Buyers will acquire (directly or indirectly) from Sellers: (i) all of the issued and outstanding shares of common stock, par value \$0.01 per share, of Beeline.com, Inc., a Florida corporation ("Beeline"); (ii) all of the issued and outstanding shares of common stock, no par value per share, of Beeline Acquisition Corp., a Florida corporation ("Beeline Acquisition"); (iii) all of the issued and outstanding common shares without par value of Beeline International Company, a Canadian corporation ("Beeline Canada"); (iv) all of the issued and outstanding ordinary shares of Beeline.com Limited, a private company organized under the Laws of the United Kingdom ("Beeline UK" and, and together with Beeline, Beeline Acquisition and Beeline Canada, the "Beeline Companies"); and (v) the Transferred IP (such transactions (i) - (v) collectively, the "Acquisition"), on the terms and conditions set forth therein;

**WHEREAS**, pursuant to the Purchase Agreement, each Assignor wishes to assign to Assignee, and Assignee wishes to acquire from the Assignors the trademark registrations and applications set forth on Schedule A attached hereto, including any registrations and applications therefor, any renewals and extensions of registrations, and all other corresponding rights, and in each case, together with the goodwill of the business associated therewith (collectively, the "Transferred Marks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Transferred Marks, for the United States and for all other countries, including, without limitation, all rights therein provided by international conventions and treaties, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present

or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Each Assignor agrees that no rights in the Transferred Marks are retained by such Assignor.

Each Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any other applicable jurisdiction, to record Assignee as the assignee and owner of the Transferred Marks.

Each Assignor represents and warrants that: (i) such Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Transferred Marks (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) such Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) such Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Each Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any applications for registration or renewal relating to the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, cancellation, invalidation, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Transferred Marks and this Assignment; (iii) obtaining any additional trademark, patent or copyright protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other applicable jurisdiction; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNORS:**

**ADECCO GROUP AG**

By: Patrick Kleffel

Name: Patrick Kleffel

Title: Group General Counsel

By: Andre Van der Toorn

Name: Andre Van der Toorn

Title: Group Head of Treasury

**ADO STAFFING, INC.**

By: \_\_\_\_\_

Name: Robert P. Crouch

Title: Chief Executive Officer

*[signature page to IP Assignment]*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

ADECCO GROUP AG

By: \_\_\_\_\_

Name: Patriek Kleffel

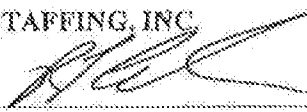
Title: Group General Counsel

By: \_\_\_\_\_

Name: André Van der Toorn

Title: Group Head of Treasury

ADO STAFFING, INC.

By:  \_\_\_\_\_

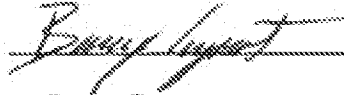
Name: Robert P. Crouch

Title: Chief Executive Officer

*[signature page to IP Assignment]*

ASSIGNEE:

IQNAVIGATOR, INC.

By: \_\_\_\_\_

Name: Barry Capoot

Title: Chief Financial Officer

*[signature page to IP Assignment]*

**SCHEDULE A****TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Current Owner</b>
BEELINE	Argentina	3.195.887	12/12/2012	2620443	01/06/2014	Adecco Group AG
BEELINE	Argentina	3.195.886	12/02/2012			Adecco Group AG
BEELINE	Australia	1517595	10/02/2012	1517595	08/07/2013	Adecco Group AG
BEELINE	Brazil	840282176	09/28/2012	840282176	08/25/2015	Adecco Group AG
BEELINE	Brazil	840282150	09/28/2012	840282150	11/03/2015	Adecco Group AG
BEELINE	Canada	1043107	01/18/2000	TMA557191	01/31/2002	Adecco Group AG
BEELINE	Switzerland	61637/2012	09/28/2012	636590	11/19/2012	Adecco Group AG
BEELINE	European Union	001432541	12/21/1999	001432541	04/05/2001	Adecco Group AG
BEELINE	European Union	011225406	09/28/2012	011225406	02/26/2013	Adecco Group AG
BEELINE	United Kingdom	N/A	12/17/1999	2217582	12/21/2001	Adecco Group AG
BEELINE	Hong Kong	302394603	10/03/2012	302394603	10/03/2012	Adecco Group AG
BEELINE	India	2424254	11/06/2012	N/A	N/A	Adecco Group AG
BEELINE	Japan	IR 1149471	09/06/2013	IR 1149471	N/A	Adecco Group AG
BEELINE	Mexico	1315695	10/09/2012	1347331	02/08/2013	Adecco Group AG
BEELINE	Mexico	1315694	10/09/2012	1347330	02/08/2013	Adecco Group AG
BEELINE	New Zealand	966389	10/01/2012	966389	09/28/2012	Adecco Group AG
BEELINE	Singapore	IR 1149471	09/06/2013	IR 1149471	N/A	Adecco Group AG
BEELINE	United States	76/537893	08/15/2003	3069693	03/21/2006	Adecco Group AG
BEELINE	United States	75/842402	11/06/1999	2480781	08/21/2001	Adecco Group AG
BEELINE	International Agreement & Protocol	N/A	01/09/2013	1149471	01/09/2013	Adecco Group AG
BEELINE.COM	Canada	1043108	01/18/2000	TMA557190	01/31/2002	Adecco Group AG
SMARTVIEW	United States	77616548	11/18/2008	3822661	07/20/2010	ADO Staffing, Inc.
SMARTRATE	United States	77571168	09/16/2008	3732427	12/29/2009	ADO Staffing, Inc.
MYA	United States	86271559	05/05/2014	4804977	09/01/2015	ADO Staffing, Inc.
MYA & Design	United States	86271570	05/05/2014	4863965	12/01/2015	ADO Staffing, Inc.