

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495301

<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>
LiveCarrer Limited		10/08/2013	Limited Liability Company: CYPRUS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LiveCareer Limited		
<b>Street Address:</b>	21 Laffan Street		
<b>Internal Address:</b>	H.P. House		
<b>City:</b>	Hamilton		
<b>State/Country:</b>	BERMUDA		
<b>Postal Code:</b>	HM 09		
<b>Entity Type:</b>	Limited Liability Company: BERMUDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3996080	TEXTTUNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129407013		
<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>	212-940-8673		
<b>Email:</b>	jan.tamulewicz@kattenlaw.com		
<b>Correspondent Name:</b>	Katten Muchin Rosenman LLP		
<b>Address Line 1:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	391438/00001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Katten Muchin Rosenman LLP		
<b>Address Line 1:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Jan Tamulewicz		
<b>SIGNATURE:</b>	/Jan Tamulewicz/		

CH \$40.00 3996080

<b>DATE SIGNED:</b>	10/24/2018
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**Total Attachments: 5**

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made on 8<sup>th</sup> OCTOBER 2013.

### BETWEEN

1. LiveCareer Limited, incorporated in Cyprus with it registered office at 284 Arch. Makarios III Fortuna Court, Block B 3105 Limassol Cyprus. (hereinafter referred to as the "Assignor"); and
2. LiveCareer Limited incorporated in Bermuda with its address at 21 Laffan Street Hamilton, Bermuda HM 09 (hereinafter referred to as the "Assignee").

### WHEREAS

- A. The Assignor has developed and/or registered and/or purchased and/or owns and or is the legal and beneficial owner of the following intellectual property :
  - (i) the computer software products named in Annex 1 (hereinafter referred to as the "Software");
  - (ii) Trademarks named in Annex 1 (hereinafter referred to as the "Trademarks");
  - (iii) The Domain names listed in Annex 1 (hereinafter referred to as the "Domain Names"); and
  - (iv) all rights, title, and interest in and to any and all inventions, original works, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, software, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the Assignor's business, which the Assignor or the Assignors employees or subcontractors may have conceived or developed or reduced to practice, or caused to be conceived or developed or reduced to practice, with the use of Assignor's equipment, supplies, facilities, assets, or confidential information/ know how, or which may arise out of any research or other activity conducted under the direction of the Assignor (hereinafter referred to as "Intellectual Property Rights").

Together the Software, the Trademarks, the Domain Names and the Intellectual Property Rights shall be referred to hereinafter as the "Intellectual Property";

More detailed and technical information in relation to the the Software, the Trademarks, the Domain Names is listed in Annex 1 of this Agreement.

B. The Assignor wishes to assign all rights and title, interest and the copyrights in the Intellectual Property to the Assignee on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the sum of \$350,650.00 USD (hereinafter the "Consideration") the Assignor will and hereby ASSIGNS as beneficial owner to the Assignee the copyright and all other rights of a like nature conferred in respect of the Intellectual Property by the Copyright Law of Cyprus, Law 59 of 1976 as amended from time to time or by any statute replacing it or any part of it and all rights of a similar nature to those conferred in respect of the Intellectual Property by the Laws in force in all other countries of the world for the remainder of the term (if applicable) during which the said rights and any renewals or extensions shall subsist.
2. Upon signing of this Agreement, the Assignor shall deliver to the Assignee the Intellectual Property (the "Delivery"), and the Assignee shall deliver to the Assignor a confirmation of payment of the Consideration.
3. Delivery consists of delivery of the source code, assembly code, object code, instructions permanently wired into an integrated circuit (firmware) and software in relation to the Software and including such documents and/ or signed forms and/ or notifications required to effect the transfer of the Intellectual Property in such registers as this may be registered from the name of the Assignor to the name of the Assignee as contemplated under this Agreement. Furthermore, the Assignor shall deliver to the Assignee any passwords and tools in relation to managing the

Intellectual Property and accessing any accounts in relation to the Intellectual Property.

4. The Assignor warrants:

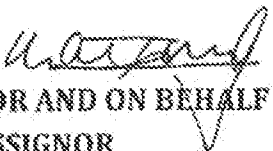
- a. that the exercise of the Assignee of the rights assigned to it in relation to the Intellectual Property will not infringe the rights of any third party;
- b. that the Assignor is the legal and beneficial owner of the Intellectual Property free and clear of all liens, charges and encumbrances. The Assignor has not conferred any interest in the Intellectual Property to any other parties by option or otherwise.
- c. that no other person was involved with the Assignor in the creation of the Intellectual Property ;
- d. that the Assignor is the sole owner of all rights with respect to the Intellectual Property and has full power and authority to assign the Intellectual Property without the consent of any other person.
- e. The Intellectual Property does not infringe any patent, copyright or other intellectual property rights of any person under the laws of any jurisdiction. The Assignee will be able to use the Intellectual Property as contemplated by this Agreement free and clear of any adverse claims by any person or entity in respect to that use.
- f. that the Assignor has not granted or assigned any rights of any nature in the Intellectual Property to any third party whatsoever in any part of the world;
- g. The Assignor has due and sufficient right, title and authority to enter into this Agreement on the terms and conditions expressed herein.
- h. that the Intellectual Property contains nothing that infringes the statutory rights of any third parties.
- i. The Domains registration has not expired.

5. The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents which may be necessary to confirm the title of the

Assignee to the copyright, trademark and Intellectual Property assigned under this agreement, whether in connection with any registration of such title or otherwise.

6. The Assignor shall indemnify the Assignee against all and any loss, damages and costs sustained by the Assignee arising out of any breach by the Assignor of any of its warranties and at the request of the Assignee it shall provide all such reasonable assistance as the Assignee may request to enable the Assignee to resist any action claim or proceedings brought against the Assignee as a consequence of any such breach.

IN WITNESS whereof the parties have executed this Agreement on the day and year first above mentioned.

  
FOR AND ON BEHALF OF  
ASSIGNOR

  
FOR AND ON BEHALF OF  
ASSIGNEE

Name KEVIN INSLEY  
Date OCTOBER 8, 2013  
Director

Name SAMIRA SAYO  
Date OCTOBER 8, 2013  
Director

ANNEX 1

	Registration #	Registration Date
Intellectual Property		
Start a Business Scale Content (Strong Topics)	Copyright TXu 1-795-256	18-Dec-08
Start a Business Scale Content (Weak Topics)	Copyright TXu 1-795-255	18-Dec-08
Start a Business Test	Copyright TXu 1-693-159	15-Dec-08
CDI Report	Copyright TX 7-340-143	16-Nov-10
Resume Builder	Copyright TX 7-335-005	29-Oct-10
Back to School Report	Copyright TX 7-350-989	6-Apr-09
Back to School Scale Content	Copyright TX-007437487	6-Apr-09
Back to School Test	Copyright TX-0007233591	23-Mar-09
Sample Career Satisfaction Report with Graphics	Copyright TX 7-185-042	11-Aug-08
Career Satisfaction Test	Copyright TX 7-185-068	11-Aug-08
Sample Employed Career Satisfaction Report with Variations	Copyright TXu 001666445	11-Aug-08
Employed Career Satisfaction Scale Content	Copyright TXu 1-662-842	11-Sep-08
Sample Resume Report	Copyright TX 7-268-592	18-Dec-08
Resume Scale Content	Copyright Txu 1-715-618	13-Nov-08
CDI Booklet & 1 other title	Document #V3576D767	9-Mar-09
Sample Salary Report - Employee Verification	Copyright TX 7-307-735	20-Nov-09
Sample Salary Report - Career Changer Variation	Copyright TX 0007308626	20-Nov-09
Unemployed Career Satisfaction Scale Content	Copyright Txu 001666313	11-Aug-08
Sample Resume Test	Copyright TX 7-280-575	18-Dec-08
TextTuner	Trademark 3,996,080	19-Jul-11
LiveCareer mark and design	Trademark 3,964,834	24-May-11
LiveCareer character mark	Trademark 3,976,788	14-Jun-11
LiveCareer mark and design	Trademark 3,571,242	10-Feb-09
LiveCareer character mark	Trademark 3,571,241	10-Feb-09

Registrar  
Network Solutions

Domain  
privatenetmail.net (private) (DNS hosting @ dyn.com)  
privatenetmail.com (private) (DNS hosting @ dyn.com)  
parallelemail.com (private)  
town2tech.net (private) (DNS hosting @ dyn.com)  
westnetservices.net (private) (DNS Hosting @ dyn.com)

TRADEMARK