

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriNet HR III, Inc.		04/01/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TriNet USA, Inc.		
Street Address:	One Park Place		
Internal Address:	Suite 600		
City:	Dublin		
State/Country:	CALIFORNIA		
Postal Code:	94568		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	4763741	INCREDIBLE RESULTS HAPPEN WITH BETTER HR	
Registration Number:	4763738	INCREDIBLE RESULTS HAPPEN WITH BETTER HR	
Registration Number:	4751770	SMBEAT	
Registration Number:	4763745	SOUNDS SERIOUS, I'LL CALL TRINET	
Registration Number:	4763735	SOUNDS SERIOUS, I'LL CALL TRINET	
Registration Number:	4763742	TRINET	
Registration Number:	4763746	TRINET	
Registration Number:	4763731	TRINET	
Registration Number:	5013540	TRINET	
Registration Number:	4763734	TRINET ACCORD	
Registration Number:	4763744	TRINET ACCORD	
Registration Number:	4788980	TRINET ACCORD	
Registration Number:	4763749	TRINET AMBROSE	
Registration Number:	4763743	TRINET AMBROSE	
Registration Number:	4763733	TRINET AMBROSE	
Registration Number:	4763732	TRINET PASSPORT	
Registration Number:	4763739	TRINET PASSPORT	
Registration Number:	4763736	TRINET PASSPORT	

OP \$940.00 4763741

Property Type	Number	Word Mark
Registration Number:	4763737	TRINET SOI
Registration Number:	4763740	TRINET SOI
Registration Number:	4763748	TRINET SOI
Registration Number:	5013541	
Registration Number:	5013542	
Registration Number:	5082718	
Registration Number:	5073808	
Registration Number:	5013539	
Registration Number:	4764713	INCREDIBLE RESULTS HAPPEN WITH BETTER HR
Registration Number:	2028090	TRINET EMPLOYER GROUP
Registration Number:	2652393	TRINET
Registration Number:	2537295	TRINET
Registration Number:	3841068	AMBITIONS REALIZED
Registration Number:	3892323	AMBITIONS REALIZED
Registration Number:	3921924	AMBITIONS REALIZED
Registration Number:	3921925	TRINET
Registration Number:	3841083	TRINET
Registration Number:	3892324	TRINET
Registration Number:	4763750	TRINET

CORRESPONDENCE DATA

Fax Number: 2128087897

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.

Email: trademarks@kelleydrye.com

Correspondent Name: Andrea L. Calvaruso

Address Line 1: 101 Park Avenue

Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER:	Attorney of record, New York bar member
SIGNATURE:	/patricialwerner/
DATE SIGNED:	03/06/2019

Total Attachments: 6

- source=2019-02-21 SIGNED Intellectual Property Assignment - TriNet HR III & TriNet USA#page1.tif
- source=2019-02-21 SIGNED Intellectual Property Assignment - TriNet HR III & TriNet USA#page2.tif
- source=2019-02-21 SIGNED Intellectual Property Assignment - TriNet HR III & TriNet USA#page3.tif
- source=2019-02-21 SIGNED Intellectual Property Assignment - TriNet HR III & TriNet USA#page4.tif
- source=2019-02-21 SIGNED Intellectual Property Assignment - TriNet HR III & TriNet USA#page5.tif
- source=2019-02-21 SIGNED Intellectual Property Assignment - TriNet HR III & TriNet USA#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of February 21, 2019 by and between TriNet HR III, Inc., a California corporation (“Assignor”), and TriNet USA, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee are each referred to individually herein as a “Party” and, collectively, as the “Parties”.

WHEREAS, Assignor and Assignee are parties to that certain Intragroup Asset Purchase Agreement dated as of June 29, 2018 (the “Purchase Agreement”) and effective as of April 1, 2018 (the “Effective Date”).

WHEREAS, pursuant to the Purchase Agreement, Assignor assigned, conveyed and purchased, and Assignee acquired all of Assignor’s rights, title and interest to, among other things, the intellectual property set forth on Exhibit A attached hereto (the “Intellectual Property”) as of the Effective Date.

WHEREAS, as permitted by Section 11 of the Purchase Agreement the Parties now desire to acknowledge the assignment, conveyance and purchase of the Intellectual Property as of the Effective Date in connection with filings the Parties intend to make with the United States Patent and Trademark Office and/or other governmental agencies.

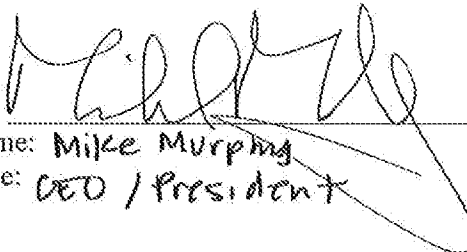
NOW THEREFORE, subject to the terms and provisions of the Purchase Agreement, and for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon the Effective Date, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Intellectual Property, including all goodwill associated therewith, all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement or misappropriation thereof.
2. Further Assurances. Upon Assignee’s reasonable request, Assignor shall take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Intellectual Property.
3. Governing Law. The validity, interpretation and effect of this Assignment are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in California and without regard to its choice of law or conflicts of law doctrines.
4. Counterparts. This Assignment may be signed in any number of counterparts, and in facsimile copies (including PDF or other similar picture format), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
5. Severability. In the event any provision, clause, sentence, phrase or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase or word in any other circumstances.
6. Scope. Notwithstanding anything herein to the contrary, nothing contained herein shall in any way supercede, modify, replace, enlarge, exceed, expand, limit, reduce, diminish or in any way affect the provisions of the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

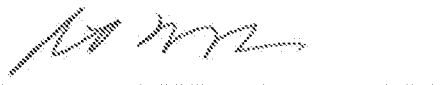
ASSIGNOR:

TRINET HR III, INC.

By: 
Name: Mike Murphy
Title: CEO / President

ASSIGNEE:

TRINET USA, INC.


By: 
Name: Burton M. Goldfield
Title: CEO / President


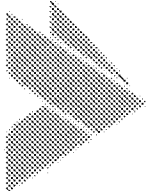
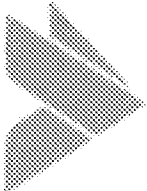

[Signature Page to Intellectual Property Assignment]




EXHIBIT A

Intellectual Property

<u>Mark/Name</u>	<u>Jurisdiction</u>	<u>App. No./Reg. No.</u>
INCREDIBLE RESULTS HAPPEN WITH BETTER HR	United States	RN: 4763741 SN: 86427541
INCREDIBLE RESULTS HAPPEN WITH BETTER HR	United States	RN: 4763738 SN: 86427535
SMBEAT	United States	RN: 4751770 SN: 86427553
SOUNDS SERIOUS, I'LL CALL TRINET	United States	RN: 4763745 SN: 86427548
SOUNDS SERIOUS, I'LL CALL TRINET	United States	RN: 4763735 SN: 86427527
TRINET	United States	RN: 4763742 SN: 86427543
TRINET	United States	RN: 4763746 SN: 86427552
TRINET	United States	RN: 4763731 SN: 86427463
TRINET	United States	RN: 4763750 SN: 86427569
TRINET	United States	RN: 5013540 SN: 86427556
TRINET ACCORD	United States	RN: 4763734 SN: 86427526
TRINET ACCORD	United States	RN: 4763744 SN: 86427546

Mark/Name	Jurisdiction	App. No./Reg. No.
TRINET ACCORD	United States	RN: 4788980 SN: 86427567
TRINET AMBROSE	United States	RN: 4763749 SN: 86427566
TRINET AMBROSE	United States	RN: 4763743 SN: 86427544
TRINET AMBROSE	United States	RN: 4763733 SN: 86427525
TRINET PASSPORT	United States	RN: 4763732 SN: 86427480
TRINET PASSPORT	United States	RN: 4763739 SN: 86427539
TRINET PASSPORT	United States	RN: 4763736 SN: 86427533
TRINET SOI	United States	RN: 4763737 SN: 86427534
TRINET SOI	United States	RN: 4763740 SN: 86427540
TRINET SOI	United States	RN: 4763748 SN: 86427562
	United States	RN: 5013541 SN: 86427561
	United States	RN: 5013542 SN: 86427565

Mark/Name	Jurisdiction	App. No./Reg. No.
	United States	RN: 5082718 SN: 86427524
	United States	RN: 5073808 SN: 86427536
	United States	RN: 5013539 SN: 86427549
INCREDIBLE RESULTS HAPPEN WITH BETTER HR	United States	RN: 4764713 SN: 86495197
TRINET EMPLOYER GROUP	United States	RN: 2028090 SN: 74445080
TRINET	United States	RN: 2652393 SN: 76021680
TRINET	United States	RN: 2537295 SN: 76021683
AMBITIONS REALIZED	United States	RN: 3841068 SN: 77922691
AMBITIONS REALIZED	United States	RN: 3892323 SN: 77922703
AMBITIONS REALIZED	United States	RN: 3921924 SN: 77922716
TriNet 	United States	RN: 3921925 SN: 77922860

Mark/Name	Jurisdiction	App. No./Reg. No.
TriNet 	United States	RN: 3841083 SN: 77922832
TriNet 	United States	RN: 3892324 SN: 77922849
TRINET	Canada	RN: TMA994604 AN: 1724390
TriNet 	Canada	RN: TMA860728 AN: 1572370