

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENGAGE TALENT, LLC		06/17/2019	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	JOB MARKET MAKER, LLC		
Street Address:	295 SEVEN FARMS DRIVE		
Internal Address:	SUITE C258		
City:	CHARLESTON		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5475546	ENGAGE ME!	
Registration Number:	5349635	TIMING IS EVERYTHING	
Serial Number:	87427530	ENGAGE	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	IPDOCKET@MMMLAW.COM		
Correspondent Name:	MORRIS, MANNING & MARTIN, LLP		
Address Line 1:	3343 PEACHTREE ROAD NE		
Address Line 2:	1600 ATLANTA FINANCIAL CENTER		
Address Line 4:	ATLANTA, GEORGIA 30326		
NAME OF SUBMITTER:	Bryan D. Stewart		
SIGNATURE:	/Bryan D. Stewart/		
DATE SIGNED:	06/26/2019		
Total Attachments: 4 source=Assignment2#page1.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of the latest signature date indicated in the signature block at the end of this Agreement ("Effective Date") by and among Engage Talent, LLC, a South Carolina corporation with an address of 295 Seven Farms Drive, Suite C258, Charleston, South Carolina 29492 ("Assignor"), and Job Market Maker, LLC, a South Carolina corporation with an address of 295 Seven Farms Drive, Suite C258, Charleston, South Carolina 29492 ("Assignee") (collectively, the "Parties," and singularly, each a "Party").

WHEREAS, Assignor is the owner of U.S. Trademark Registrations and Applications for Registration identified in Schedule A attached hereto (the "Marks");

WHEREAS, Assignor and Assignee are commonly owned entities and the Parties wish to execute a recordable Assignment to evidence transfer of ownership of the Marks from Assignor to Assignee;

WHEREAS, pursuant to this Assignment dated as of the Effective Date hereof, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, and associated goodwill to and under the Marks owned by the Assignor;

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title and interest throughout the world in and to the Marks;

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to any and all trademark rights related to the Marks, including but not limited to the registrations, applications for registration, and including all state and common law rights and rights in the United States and in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Marks, and the right to file and own trademark applications and registrations therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Marks, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be

reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with Assignee to perfect the transfer of the Marks hereunder and, if appropriate, to assure that the transfer of the Marks is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at Assignee's sole expense.

3. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by Assignor, on the one hand, and Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

SIGNATURE PAGE FOLLOWS

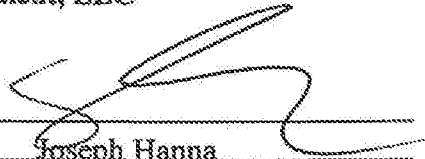
IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

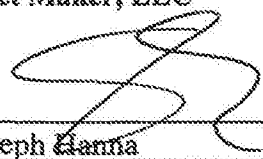
ASSIGNOR:

ASSIGNEE:

Engage Talent, LLC

Job Market Maker, LLC

By: 
Name: Joseph Hanna
Title: CEO
Date: June 17, 2019

By: 
Name: Joseph Hanna
Title: CEO
Date: June 17, 2019

SCHEDULE A

MARK	SERIAL NO. / REGISTRATION No. /	FILING DATE / REGISTRATION DATE	STATUS
ENGAGE ME!	87/656,104 5,475,546	October 23, 2017 May 22, 2018	Registered
TIMING is EVERYTHING <hr/>	87/427,732 5,349,635	April 27, 2017 December 5, 2017	Registered
ENGAGE	87/427,530	April 27, 2017	Pending Registration