

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jobing.com, LLC		06/21/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Gold Hill Ventures, LLC		
Street Address:	118 East Main St., Suite 500		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2850806	JOBING.COM	
Registration Number:	2850805	JOBING.COM	
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:	5028250220		
Email:	acahill@cahill-ip.com		
Correspondent Name:	Amy Sullivan Cahill		
Address Line 1:	6013 Brownsboro Park Blvd., Suite B		
Address Line 4:	Louisville, KENTUCKY 40207		
NAME OF SUBMITTER:	Christina I. Ryan		
SIGNATURE:	/christina i. ryan/		
DATE SIGNED:	07/10/2019		
Total Attachments: 7			
source=JOBING Trademark Assignment#page1.tif			
source=JOBING Trademark Assignment#page2.tif			
source=JOBING Trademark Assignment#page3.tif			
source=JOBING Trademark Assignment#page4.tif			

OP \$65.00 2850806

source=JOBING Trademark Assignment#page5.tif
source=JOBING Trademark Assignment#page6.tif
source=JOBING Trademark Assignment#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Trademark Assignment**") is made as of the 21st day of June, 2019 by Jobing.com, LLC, a Delaware limited liability company ("**Seller**"), in favor of Gold Hill Ventures, LLC, a Kentucky limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, as of the date hereof, between Buyer and Seller (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto and incorporated by reference and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or

other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

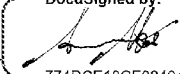
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[Signature page immediately follows.]

The undersigned parties have executed this Trademark Assignment Agreement as of the date first written above.

JOBING.COM, LLC

DocuSigned by:

By _____
774DCE18CE08404...
Name: Aaron Matos
Title: Authorized Person

GOLD HILL VENTURES, LLC

B _____
Name: Michael G. Talbott
Title: Manager

The undersigned parties have executed this Trademark Assignment Agreement as of the date first written above.

JOBING.COM, LLC

By _____

Name:

Title:

GOLD HILL VENTURES, LLC

D. 

Name: Michael G. Talbott

Title: Manager

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,850,806

Registered June 8, 2004

SERVICE MARK
PRINCIPAL REGISTER



JOBING.COM, LLC (DELAWARE LIMITED LIABILITY JOINT STOCK COMPANY)
3550 NORTH CENTRAL AVENUE, SUITE 910
PHOENIX, AZ 85012

FOR: PROVIDING ONLINE INFORMATION IN THE FIELD OF EMPLOYMENT, NAMELY, JOB POSTINGS, RESUME POSTINGS, EMPLOYMENT SEARCHES, EMPLOYMENT PLACEMENT, RECRUITMENT, JOB RESOURCES, CAREER EVENTS, CORPORATE CENTER WEBSITE SERVICES AND APPLICANT TRACKING SYSTEMS VIA A GLOBAL COMPUTER NETWORK, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-4-1999; IN COMMERCE 9-4-1999.

THE MARK CONSISTS OF A BLUE COLORED SPHERE SURROUNDING THE WORD JOB. THE LETTERS J, O, B IN THE WORD JOBING.COM ARE COLORED IN WHITE AND THE LETTERS ING.COM ARE COLORED IN BLUE. THERE IS A BLUE COLORED DIAMOND SHAPE LOCATED ABOVE THE LETTER I IN THE WORD JOBING. BENEATH THE WORD JOBING.COM AND RUNNING THROUGH THE SPHERE IS A WAVE-LIKE DESIGN COLORED IN RED.

SER. NO. 78-202,547, FILED 1-13-2003.

TARAH HARDY, EXAMINING ATTORNEY

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,850,805

United States Patent and Trademark Office

Registered June 8, 2004

**SERVICE MARK
PRINCIPAL REGISTER**

JOBING.COM

JOBING.COM, LLC (DELAWARE LIMITED LIABILITY JOINT STOCK COMPANY)
3550 NORTH CENTRAL AVENUE, SUITE 910
PHOENIX, AZ 85012

APPLICANT TRACKING SYSTEMS VIA A GLOBAL COMPUTER NETWORK, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FOR: PROVIDING ONLINE INFORMATION IN THE FIELD OF EMPLOYMENT, NAMELY, JOB POSTINGS, RESUME POSTINGS, EMPLOYMENT SEARCHES, EMPLOYMENT PLACEMENT, RECRUITMENT, JOB RESOURCES, CAREER EVENTS, CORPORATE CAREER WEBSITE SERVICES AND

FIRST USE 9-4-1999; IN COMMERCE 9-4-1999.

SER. NO. 78-202,543, FILED 1-13-2003.

TARAH HARDY, EXAMINING ATTORNEY