

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avant, LLC		05/14/2019	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Flexible Workforce, LLC		
Street Address:	22601 N. 19th Ave., Suite 200		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85027		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5752265		
Registration Number:	5752263	FLEXIBLE WORKFORCE	
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>			
Email:	ipdocketmwe@mwe.com, eatkins@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Eleanor Atkins		
Address Line 1:	500 North Capitol Street, NW		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Washington, D.C. 20001-1531		
ATTORNEY DOCKET NUMBER:	075755-0022		
NAME OF SUBMITTER:	Eleanor Atkins		
SIGNATURE:	/Eleanor Atkins/		
DATE SIGNED:	08/16/2019		
Total Attachments: 3			
source=CMS - FWF - Trademark Assignment#page1.tif			
source=CMS - FWF - Trademark Assignment#page2.tif			

CH \$65.00 5752265

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is effective as of May 14, 2019 (the "Effective Date"), and entered into by and between Avant, LLC, a Tennessee limited liability company ("Assignor"), and Flexible Workforce, LLC, a Tennessee limited liability company ("Assignee"). This Agreement is being entered into pursuant to a certain Securities Purchase Agreement, dated April 19, 2019, by and among Contractor Management Services LLC d/b/a Openforce, Assignor and certain other parties thereto (the "Purchase Agreement").

WHEREAS, Assignor is the owner of the trademark registrations and applications listed on Schedule A attached hereto (which is incorporated into and made a part of this Agreement), together with the goodwill associated therewith (collectively referred to as the "Marks"); and

WHEREAS, Assignor has agreed, in accordance with the terms of the Purchase Agreement, to transfer all right, title and interest in and to the Marks to Assignee, and Assignee desires to acquire the Marks.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, all right, title, and interest in and to the Marks, and all rights to sue, make claims, and recover any remedy for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the Marks and collect profits or damages or recover any remedy with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns and Assignee accepts such assignment in the scope as set out herein.

Recordation. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Agreement. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

Further Action. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks in Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed entirely in Delaware, without regard to any Law that would result in the application of the Laws of another jurisdiction.

Venue. The choice of venue pursuant to Section 9.19 of the Purchase Agreement shall apply to any claim, dispute or controversy arising out of or in connection with or relating to the interpretation or enforcement of this Agreement.

Miscellaneous. All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. This Agreement may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed and is effective as of the date first set forth above.

ASSIGNOR:

AVANT, LLC

DocuSigned by:
By: Tim Clinton
A88F2852D5E0456...
Name: Tim Clinton
Title: President

ASSIGNEE:

FLEXIBLE WORKFORCE, LLC

DocuSigned by:
By: Rob Slack
7814FE1817914D4...
Name: Rob Slack
Title: President



AND ALSO:

DocuSigned by:
By: Kirk Godby
29A120998EA64F1...
Name: Kirk Godby
Title: COO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NUMBER
Design Only 	United States of America	5,752,265
FLEXIBLE WORKFORCE and Design 	United States of America	5,752,263