

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550746

<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>
Peterson's LLC		07/17/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digital Future Investments Ltd		
<b>Street Address:</b>	Vistra Corporate Services Centre, Wickhams Cay II		
<b>City:</b>	Road Town, Tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Postal Code:</b>	VG1110		
<b>Entity Type:</b>	Limited Liability Company: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76114244	ESSAY EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9179001189		
<b>Email:</b>	support@resumeyard.com		
<b>Correspondent Name:</b>	ResumeYard Inc.		
<b>Address Line 1:</b>	16192 Coastal Highway		
<b>Address Line 4:</b>	Lewes, DELAWARE 19958		
<b>NAME OF SUBMITTER:</b>	Albina Galiza		
<b>SIGNATURE:</b>	/a.galiza/		
<b>DATE SIGNED:</b>	11/25/2019		
<b>Total Attachments: 4</b>			
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OP \$40.00 76114244

## Exhibit D. Form of a Trademark Assignment and Transfer Agreement

### TRADEMARK ASSIGNMENT AND TRANSFER AGREEMENT

This Trademark Assignment and Transfer Agreement (“**Assignment**”) is made as of July 17, 2019 (“**Effective Date**”) by and between **Peterson’s, LLC**, a Delaware limited liability company with its registered office address at 8740 Lucent Blvd, STE 400, Highlands Ranch, CO 80129, represented by Jordan Stolper, Chief Executive Officer (hereinafter, “**Assignor**”) and **Digital Future Investments Ltd**, a BVI limited liability company, with its registered office address at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, represented by Oleksii Vitchenko, Attorney (hereinafter, “**Assignee**”). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Asset Purchase Agreement dated July 12, 2019 (the “**Agreement**”), by and between Assignor and Assignee.

WHEREAS, the Assignor and Assignee are parties to the Agreement, pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain intellectual property assets;

WHEREAS, Assignor is the owner of the following trademark (“**Assigned Trademarks**”):

Mark	Serial No.	Registration No.	Registration Date	Jurisdiction
ESSAY EDGE	76114244	2490568	September 18, 2001	United States

WHEREAS, subject to the provisions of the Agreement, Assignor shall assign to Assignee all of Assignor’s worldwide right, title, and interest in the Assigned Trademarks and the goodwill associated with the Assigned Trademarks as a successor to the business to which the Assigned Trademarks relate.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment and the Agreement, the Parties agree as follows:

#### 1. Assignment

Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property included in the Assigned Trademarks, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to

grant releases for past infringements.

**2. Consideration**

The amount and payment terms of the consideration for the Assigned Trademarks are subject to the provisions of the Agreement.

**3. Representations and Warranties**

Assignor represents and warrants to Assignee that: (i) Assignor exclusively owns all right, title, and interest in and to the Assigned Trademarks; (ii) Assignor has not granted and will not grant any rights to the Assigned Trademarks to any third party; (iii) the Assigned Trademarks are free of any liens, encumbrances, security interests, and restrictions on transfer; and (iv) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Trademarks.

**4. Further Assurances**

Assignor will take all actions and execute all documents as Assignee or U.S. Patent and Trademark Office may reasonably request to effectuate the transfer of the Assigned Trademarks and the vesting of complete and exclusive ownership of the Assigned Trademarks in Assignee.

**5. Miscellaneous**

- a. Terms of the Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Agreement and the terms hereof, the terms of the Agreement shall govern.
- b. Binding on Successors. This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Assignment without the consent of Assignee. Assignee may assign this Assignment in its discretion.
- c. Governing Law and Jurisdiction. This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware without reference to its conflict of laws provisions.
- d. Severability. If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment.

IN WITNESS WHEREOF the Parties have executed this Assignment as of the day and date first above written.

ASSIGNOR:

ASSIGNEE:

*[Signatures of the Parties]*

*Jordan Stolper*



07/17/2019

07/17/2019

*JS*

*Oleksii Vitchenko*

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



**TRADEMARK**

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<b>TITLE</b>	essay edge trademark assignment
<b>FILE NAME</b>	EE_trademarkassignment.pdf
<b>DOCUMENT ID</b>	debc80a12c900216c1666b4974f679ad68799b5a
<b>STATUS</b>	✳ Completed

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Document History

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SENT **07/17/2019**  
13:35:27 UTC Sent for signature to Oleksii Vitchenko (ov@digifuture.org) and Jordan Stolper (jordan.stolper@petersons.com) from jordan@triangledv.com  
IP: 72.46.60.58
-   
VIEWED **07/17/2019**  
13:35:48 UTC Viewed by Oleksii Vitchenko (ov@digifuture.org)  
IP: 79.145.205.90
-   
SIGNED **07/17/2019**  
13:36:06 UTC Signed by Oleksii Vitchenko (ov@digifuture.org)  
IP: 79.145.205.90
-   
VIEWED **07/17/2019**  
13:48:41 UTC Viewed by Jordan Stolper (jordan.stolper@petersons.com)  
IP: 72.46.60.58
-   
SIGNED **07/17/2019**  
13:48:57 UTC Signed by Jordan Stolper (jordan.stolper@petersons.com)  
IP: 72.46.60.58
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COMPLETED **07/17/2019**  
13:48:57 UTC The document has been completed.