

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551276

<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>
Digital Future Investments Ltd.		11/13/2019	Limited Liability Company: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RESUMEYARD Inc.		
<b>Street Address:</b>	16192 Coastal Highway		
<b>City:</b>	LEWES		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19958		
<b>Entity Type:</b>	Corporation: DELAWARE		
<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, Lewes, Delaware,1		
<b>Address Line 4:</b>	LEWES, DELAWARE 19958		
<b>NAME OF SUBMITTER:</b>	Albina Galiza		
<b>SIGNATURE:</b>	/a.galiza/		
<b>DATE SIGNED:</b>	11/28/2019		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AND TRANSFER AGREEMENT

This Trademark Assignment and Transfer Agreement (“Assignment”) is made as of **November 13th, 2019** (“Effective Date”) by and between **Digital Future Investments Ltd**, British Virgin Islands company with its registered office address at **Visira Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands**, represented by its Attorney **Albina Galiza** (hereinafter, “Assignor”) and **Resume Yard Inc**, a Delaware corporation, with its registered office address at **16192 Coastal Highway, Lewes, Delaware, 19958, County of Sussex**, represented by **Oleksii Vitchenko**, sole shareholder (hereinafter, “Assignee”).

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

Mark	Serial No.	Registration No.	Registration Date	Jurisdiction
RESUMEEDGE	86030736	4520775	April 29, 2014	United States
COLLEGEQUEST	86030737	4550554	June 17, 2014	United States
ESSAY EDGE	76114244	2490568	September 18, 2001	United States

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment 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 total amount of consideration paid by the Assignee to the Assignor according to the Agreement is EUR 90,000.00 and is payable by 5 installments, 1 installment per year. Each of the installments are due not later than November 1<sup>st</sup> of the year when the installment is paid till the full amount of consideration is paid. The installment shall be made to the current account of the Assignor, indicated in the Agreement. In case Assignor’s account requisites have been altered the Assignor shall immediately inform the Assignee in written (email, post, fax) on such alterations.

### 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. 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.

b. 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.

c. 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:**

Albina Galina  
Attorney



**ASSIGNEE:**

Oleksii Vitchenko  
Sole Shareholder

