

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589181

<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>
NAVISITE OPCO LLC	FORMERLY NaviSite LLC	07/22/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMERICA'S JOB EXCHANGE LLC		
<b>Street Address:</b>	400 Minuteman Rd.		
<b>City:</b>	Andover		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01810		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5595643	AMERICA'S JOB EXCHANGE	
<b>Registration Number:</b>	3403811	AMERICA'S JOB EXCHANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>	2124464800		
<b>Email:</b>	hayley.smith@kirkland.com		
<b>Correspondent Name:</b>	KIRKLAND & ELLIS LLP		
<b>Address Line 1:</b>	ATTN: HAYLEY SMITH		
<b>Address Line 2:</b>	601 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	44737-1		
<b>NAME OF SUBMITTER:</b>	Hayley Smith		
<b>SIGNATURE:</b>	//Hayley Smith//		
<b>DATE SIGNED:</b>	07/29/2020		
<b>Total Attachments: 4</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”) is made and entered into as of July 22, 2020 (“Effective Date”) by and between **NAVISITE OPCO LLC** a Delaware limited liability company (f/k/a NaviSite LLC), located at 400 Minuteman Rd., Andover, MA 01810 (“Assignor”), and **AMERICA’S JOB EXCHANGE LLC** a Delaware limited liability company, located at 400 Minuteman Rd., Andover, MA 01810 (“Assignee”).

**WHEREAS**, Assignor has agreed to transfer, assign, convey and deliver certain assets, including, without limitation, the trademarks set forth on Schedule A hereto (collectively, the “Assigned Marks”) and the domain names set forth on Schedule B hereto (collectively, the “Assigned Domain Names”); and

**WHEREAS**, Assignee desires to acquire Assignor’s entire right, title and interest in the Assigned Marks and Assigned Domain Names; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Assigned Marks and the Assigned Domain Names, for the United States and for all other jurisdictions throughout the world, including, without limitation, all common law rights therein, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or of any other country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all goodwill connected with the use of and symbolized thereby, and income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Marks or the Assigned Domain Names with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Assigned Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee, at Assignee's cost and expense, to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world, including the execution and delivery of assignments in recordable form, to the extent provided by Assignee and necessary to assign such rights.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

\* \* \* \* \*

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**NAVISITE OPCO LLC**

By:  \_\_\_\_\_

Name: Mark Clayman

Title: Chief Executive Officer

**AMERICA'S JOB EXCHANGE LLC**

By:  \_\_\_\_\_

Name: Mark Clayman

Title: Chief Executive Officer

*[Signature Page to Intellectual Property Assignment]*

**TRADEMARK**  
**REEL: 007010 FRAME: 0773**

**SCHEDULE A**  
**TRADEMARKS**

Mark	Jurisdiction	Application No. / Registration No.	Filing Date / Registration Date	Status
AMERICA'S JOB EXCHANGE (Stylized) and Design <b>AMERICA'S JOB eXchange</b>	United States (Federal)	SN: 87850617 RN: 5595643	26-Mar-2018 30-Oct-2018	Registered
AMERICA'S JOB EXCHANGE (Stylized) and Design <b>AMERICA'S JOB eXchange</b>	United States (Federal)	SN: 77152751 RN: 3403811	10-Apr-2007 25-Mar-2008	Registered — Supplemental Register