

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hire Quest LLC		12/31/2019	Corporation:
RECEIVING PARTY DATA			
Name:	HQ Franchising Corporation		
Street Address:	111 Springhall Drive		
City:	Goose Creek		
State/Country:	SOUTH CAROLINA		
Postal Code:	29445		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	88513101	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH	
Serial Number:	88513107	H HIREQUEST DIRECT	
Serial Number:	88518582	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH	
Serial Number:	88513018	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH	
Serial Number:	88513099	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH	
Serial Number:	88512991	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH	
Serial Number:	88513013	H HIREQUEST	
Serial Number:	88513008	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH	
Serial Number:	88518608	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Serial Number:	88518593	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Serial Number:	88518589	H HIREQUEST DIRECT	
Serial Number:	88518603	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Serial Number:	88518597	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Serial Number:	88513111	H HIREQUEST DIRECT	
Serial Number:	88513110	H HIREQUEST DIRECT	
Serial Number:	88513003	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Serial Number:	88513007	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Registration Number:	6009044	HIRE QUEST DIRECT	
Registration Number:	3173140	HQ WEBCONNECT	

OP \$640.00 88513101

Property Type	Number	Word Mark
Registration Number:	4881921	HIRE QUEST
Registration Number:	3964137	HIRE QUEST
Registration Number:	4881922	HIRE QUEST LONG TERM STAFFING
Registration Number:	4867461	HIRE QUEST - LONG TERM STAFFING
Registration Number:	3851557	THE RIGHT PEOPLE AT THE RIGHT TIME
Serial Number:	88513104	H HIREQUEST INC.

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8437237400

Email: mlreese@hirequest.com

Correspondent Name: Monica Reese

Address Line 1: 111 Springhall Dr

Address Line 4: Goose Creek, SOUTH CAROLINA 29445

NAME OF SUBMITTER:	Monica Reese
SIGNATURE:	/Monica Reese/
DATE SIGNED:	12/16/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 31, 2019, is made by Hire Quest, L.L.C. ("Seller"), a Florida limited liability company ("Assignor"), in favor of HQ Franchising Corporation, a Delaware corporation ("Assignee"), the purchaser of certain assets of Assignor pursuant to the TRANSFER OF OWNERSHIP AGREEMENT between Assignee and Assignor dated as of December 31, 2019 (the "TRANSFER OF OWNERSHIP AGREEMENT").

WHEREAS, under the terms of the TRANSFER OF OWNERSHIP AGREEMENT, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registration set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor 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 on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the TRANSFER OF OWNERSHIP AGREEMENT. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the TRANSFER OF OWNERSHIP AGREEMENT, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the TRANSFER OF OWNERSHIP 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 TRANSFER OF OWNERSHIP AGREEMENT and the terms hereof, the terms of the TRANSFER OF OWNERSHIP AGREEMENT shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.


5. Successors and Assigns. This IP 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 IP 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 IP 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 South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

HIRE QUEST, L.L.C.

By 

Name: John McAnnis

Title: CLO

Address for Notices:

111 Springhall Drive

Goose Creek, SC 29445

HQ FRANCHISING CORPORATION

By 

Name: John McAnnis

Title: CLO

Address for Notices:

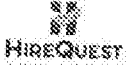
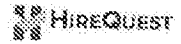





111 Springhall Drive


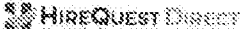
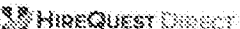




Goose Creek, SC 29445

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number/ US Serial Number	Registration Date/ Allowance Date
	United States	88513101	01/07/2020
	United States	88513107	01/07/2020
	United States	88518582	01/07/2020
	United States	88513018	01/07/2020
	United States	88513099	01/07/2020
	United States	88512991	01/07/2020
	United States	88513013	01/07/2020

	United States	88513008	01/07/2020
	United States	88518608	01/07/2020
	United States	88518593	01/07/2020
	United States	88518589	01/07/2020
	United States	88518603	01/07/2020
	United States	88518597	01/07/2020
	United States	88513111	01/07/2020
	United States	88513110	12/10/2019

 HIREQUEST DIRECT	United States	88513003	01/07/2020
 HIREQUEST DIRECT	United States	88513007	01/07/2020
Hire Quest Direct	United States	6009044	03/10/2020
HQ WEBCONNECT	United States	3173140	11/21/2006
HIRE QUEST	United States	4881921	01/05/2016
HIRE QUEST	United States	3964137	05/24/2011
HIRE QUEST LONG TERM STAFFING	United States	4881922	01/05/2016
HIRE QUEST - LONG TERM STAFFING	United States	4867461	12/08/2015
THE RIGHT PEOPLE AT THE RIGHT TIME	United States	3851557	09/21/2010
 HIREQUEST INC.	United States	88513104	12/10/2019