

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635472

<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>
Snelling Staffing, LLC		03/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HQ Snelling Corporation		
<b>Street Address:</b>	111 Springhall Drive		
<b>City:</b>	Goose Creek		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29445		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1755978	SNELLING	
<b>Registration Number:</b>	5403163	INPLOY SOLUTIONS	
<b>Registration Number:</b>	3330166	S	
<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>	410-626-1500		
<b>Email:</b>	janoski@stakeholderbrands.com		
<b>Correspondent Name:</b>	Stephen G. Janoski		
<b>Address Line 1:</b>	900 Boucher Avenue		
<b>Address Line 2:</b>	Stakeholder Brands, LLC		
<b>Address Line 4:</b>	Annapolis, MARYLAND 21403		
<b>NAME OF SUBMITTER:</b>	Stephen G. Janoski		
<b>SIGNATURE:</b>	/SGJanoski/		
<b>DATE SIGNED:</b>	03/30/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“*Trademark Assignment*”), dated as of March 1, 2021, is made by Snelling Staffing, LLC (“*Trademark Seller*”), a Delaware limited liability company, located at 2360 Campbell Creek Road, Suite 550, Richardson, TX 75082, in favor of HQ Snelling Corporation (“*Buyer*”), a Delaware corporation, located at 111 Springhall Drive, Goose Creek, SC 29445 the purchaser of certain assets of Trademark Seller pursuant to that certain Asset Purchase Agreement dated January 29, 2021 by and among Snelling Staffing, LLC, Snelling Services, LLC, Snelling Employment, LLC, Snelling Medical Staffing, LLC, and Snelling Investments, Inc., Snelling Holdings, LLC, as the Sellers’ Representative, HQ Snelling Corporation, and solely with respect to paragraph 11.15, HireQuest, Inc. (the “*Asset Purchase Agreement*”).

WHEREAS, under the terms of the Asset Purchase Agreement, Trademark Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Trademark Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Defined Terms. Capitalized terms used and not defined in this Trademark Assignment and not defined herein shall have the respective meanings given them in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trademark Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Trademark Seller’s right, title, and interest in and to the following (but excluding any Excluded Assets):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Trademark Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Trademark Seller 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 other than the Excluded Receivables; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, 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 other than the Retained Claims.

3. Recordation and Further Actions. Trademark Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Trademark Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademarks to Buyer, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Trademark Seller and Buyer with respect to the assignment set forth herein. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.


6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark 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 Trademark 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

*[Signature Page Follows]*

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

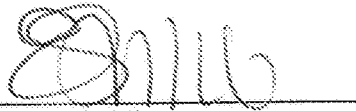
SNELLING STAFFING, LLC

By:   
Name: Tim Boates  
Title: Authorized Person  
Address for Notices:

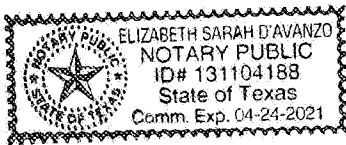
ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF Dallas )SS.  
)

On the 26 day of Feb., 2021, before me personally appeared Tim Boates, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Authorized Person of Snelling Staffing, LLC, the limited liability company herein described, and acknowledged the instrument to be [his/her] the free act and deed of Snelling Staffing, LLC for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name: Elizabeth D'Avanzo



My Commission Expires:





**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS**

Description/Title	Trademark Image	Country	Trademark Serial #	Registration Number
SNELLING		Puerto Rico	80936	202480
S design (purple and teal)		Puerto Rico	80937	202483
SNELLING		Mexico	132978	487690
SNELLING		United States	74/097,440	1,755,978
INPLOY SOLUTIONS		United States	87/336,874	5,403,163
S		United States	76/656,848	3,330,166