

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recruiting.com, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Paradox, Inc.		
Street Address:	6330 E Thomas Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251-7091		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5112001	R	
Registration Number:	5112000	R	
Registration Number:	5093649	R	
Registration Number:	4954422	R	
Registration Number:	5015826	RECRUITING.COM	
Registration Number:	5001419	RECRUITING.COM	
Registration Number:	5001418	RECRUITING.COM	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<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>			
Phone:	4158362549		
Email:	amanda.modesto@dlapiper.com		
Correspondent Name:	Jordan A. Chisek, Esq.		
Address Line 1:	555 Mission Street		
Address Line 2:	Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	425230-900100		
NAME OF SUBMITTER:	Jordan Chisek		

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SIGNATURE:	/Jordan Chisek/
DATE SIGNED:	04/02/2021
Total Attachments: 4 source=PARADOX - Trademark Assignment Agreement (Recruiting.com) (EXECUTED)#page1.tif source=PARADOX - Trademark Assignment Agreement (Recruiting.com) (EXECUTED)#page2.tif source=PARADOX - Trademark Assignment Agreement (Recruiting.com) (EXECUTED)#page3.tif source=PARADOX - Trademark Assignment Agreement (Recruiting.com) (EXECUTED)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Trademark Assignment**”) is made as of December 31, 2020, by and between Paradox, Inc., a Delaware corporation (the “**Assignee**”), and Recruiting.com, LLC, a Delaware limited liability company (the “**Assignor**” and, together with the Assignee, the “**Parties**” and each a “**Party**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has sold, conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, 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. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto and incorporated by reference and all issuances, extensions, and renewals thereof;

(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 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon reasonable request by Assignee. Following the date hereof, upon Assignee’s reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, at Assignee's expense. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Assigned Trademarks assigned hereunder.

3. **Terms of the Purchase Agreement.** The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase 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 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **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.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, as set forth in the Purchase Agreement.

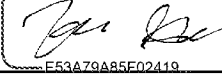
6. **Governing Law.** This Trademark Assignment will be governed and construed in accordance with the laws of the State of Delaware without giving effect to any conflicts of laws principles that require the application of the law of a different state. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in the county in which Assignee has its principal offices for any lawsuit filed there against Assignor by Assignee arising from or related to this Trademark Assignment.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNEE:

PARADOX, INC.

By: 

Name: Ross Grainger

Title: Chief Financial Officer

ASSIGNOR:



RECRUITING.COM, LLC

By: 

Name: Charles Milliet

Title: Chief Technology Officer

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	USPTO Serial Number	USPTO Registration Number	Filing Date	Registration Date	Type of Mark	Register
	86673393	5112001	June 24, 2015	January 3, 2017	Service Mark	Principal
	86673389	5112000	June 24, 2015	January 3, 2017	Trademark	Principal
	86673372	5093649	June 24, 2015	December 6, 2016	Service Mark	Principal
	86673376	4954422	June 24, 2015	May 10, 2016	Service Mark	Principal
Recruiting.com	86673437	5015826	June 24, 2015	August 9, 2016	Service Mark	Principal
Recruiting.com	86673442	5001419	June 24, 2015	July 19, 2016	Service Mark	Principal
Recruiting.com	86673434	5001418	June 24, 2015	July 19, 2016	Service Mark	Principal