

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HQ Snelling Corporation		03/01/2021	Corporation: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	1755978	SNELLING	
Registration Number:	5403163	INPLOY SOLUTIONS	
Registration Number:	3330166	S	
CORRESPONDENCE DATA			
Fax Number:			
<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:	410-626-1500		
Email:	janoski@stakeholderbrands.com		
Correspondent Name:	Stephen G. Janoski		
Address Line 1:	900 Boucher Avenue		
Address Line 2:	Stakeholder Brands, LLC		
Address Line 4:	Annapolis, MARYLAND 21403		
NAME OF SUBMITTER:	Stephen G. Janoski		
SIGNATURE:	/SGJanoski/		
DATE SIGNED:	05/08/2021		
Total Attachments: 4			
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OP \$90.00 1755978

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 1, 2021, is made by HQ SNELLING CORPORATION ("**Assignor**"), a Delaware Corporation, in favor of HQ FRANCHISING CORPORATION ("**Assignee**"), a Delaware Corporation.

WHEREAS, Assignor has 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;

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, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark Registrations**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Registrations;

(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 request by Assignee. 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 Trademark Registrations to Assignee, or any assignee or successor thereto.

3. 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.

4. 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.

5. 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 South Carolina, County of Berkeley, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

HQ SNELLING CORPORATION

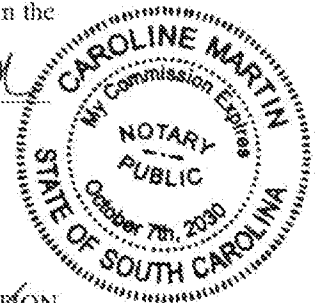
By: [Signature]
Name: John D. McAnmar
Title: Chief Legal Officer
Address for Notices: 111 Springhall Drive, Goose Creek, SC 29412

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)SS.
COUNTY OF BERKELEY)

On the 1 day of March, 2021, before me personally appeared John D. McAnmar, personally known to me 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 his authorized capacity as the Chief Legal Officer of HQ Snelling Corporation the and acknowledged the instrument to be his free act and deed/the free act and deed of HQ Snelling Corporation for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name:



My Commission Expires:

AGREED TO AND ACCEPTED:

HQ FRANCHISING CORPORATION

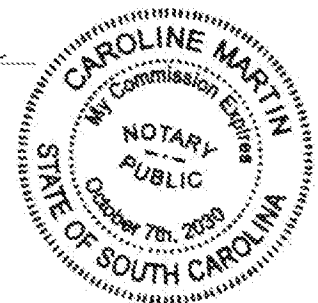
By: [Signature]
Name: John D. McAnmar
Title: Chief Legal Officer
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ACKNOWLEDGMENT

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[Signature]
Notary Public
Printed Name:



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