

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snagajob.com, Inc.		10/18/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fourth People Matter, LLC		
Street Address:	6504 Bridge Point Parkway		
Internal Address:	Suite 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2980388	PEOPLEMATTER	
Registration Number:	3872839	PEOPLEMATTER	
Registration Number:	3179107	CAREERCLUES	
Registration Number:	3258350	PEOPLECLUES	
Registration Number:	4918742	PEOPLELYTICS	
Registration Number:	4918743	PEOPLELYTICS	
Registration Number:	3975664		
Registration Number:	3975663	PEOPLEMATTER	
CORRESPONDENCE DATA			
Fax Number:	4046457707		
<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:	404-645-7700		
Email:	ksvenson@mcciplaw.com		
Correspondent Name:	Kirsten L. Svenson, Paralegal		
Address Line 1:	Meunier Carlin & Curfman LLC		
Address Line 2:	999 Peachtree Street NE, Suite 1300		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	11008-835-842US1		

OP \$215.00 2980388

NAME OF SUBMITTER:	Kirsten L. Svenson
SIGNATURE:	/Kirsten L. Svenson/
DATE SIGNED:	12/13/2021
Total Attachments: 5 source=11008 Assignment#page1.tif source=11008 Assignment#page2.tif source=11008 Assignment#page3.tif source=11008 Assignment#page4.tif source=11008 Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Assignment Agreement”) is entered into and effective as of October 18, 2021 (the “Effective Date”), by and between Snagajob.com, Inc., a Delaware corporation (“Assignor”), and Fourth People Matter, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are referred to in this Assignment Agreement individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement (the “Purchase Agreement”) dated October 6, 2021, to sell, transfer, convey and assign, from Assignor to Assignee, the Transferred Assets and the Transferred IP, including the Trademarks (as defined below);

WHEREAS, Assignor desires to assign the Trademarks and Assignee desires to accept such assignment, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title, and interests in and to the Trademarks set forth on Exhibit A, and all goodwill associated therewith, together with all causes of action, claims, demands and any other rights for, or arising from, any past, present or future infringement of the Trademarks. Assignee is the successor, pursuant to the Purchase Agreement and the Ancillary Agreements, of that portion of the ongoing and existing business in connection with which the Trademarks are used or held for use, defined therein as the Transferred IP and the Transferred Assets. The Parties agree that this Assignment Agreement may be recorded with the United States Patent and Trademark Office as well as the U.K. Intellectual Property Office.

2. Interpretation. This Assignment Agreement is subject to and controlled by the terms of the Purchase Agreement. Nothing in this Agreement shall change, amend, limit, extend or alter the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising out of the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Transferred Assets and the Transferred IP. In the event that any of the provisions of this Assignment Agreement are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

3. Counterparts. This Assignment Agreement may be executed in any number of counterparts, including counterparts executed by facsimile or electronic (e.g., PDF) transmission, each of which shall be an original, but all of which together shall constitute one instrument.

4. Amendment. This Assignment Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties.

5. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. Entire Agreement. This Assignment Agreement, the Purchase Agreement and the other Ancillary Agreements embody the complete agreement and understanding between the Parties with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

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IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be duly executed as of the Effective Date.

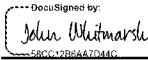
SNAGAJOB.COM, INC.

By: Mathieu Stevenson
Name: Mathieu Stevenson
Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007527 FRAME: 0339

FOURTH PEOPLE MATTER, LLC

By: 
Name: John Whitmarsh
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007527 FRAME: 0340

EXHIBIT A
Trademarks

Mark	Registrations
United States	
PEOPLEMATTER	U.S. Reg. No. 2,980,388 U.S. Reg. No. 3,872,839
CAREERCLUES	U.S. Reg. No. 3,179,107
PEOPLECLUES	U.S. Reg. No. 3,258,350
PEOPLELYTICS	U.S. Reg. No. 4,918,742
PEOPLELYTICS and Design	U.S. Reg. No. 4,918,743
	U.S. Reg. No. 3,975,664
PEOPLEMATTER and Design	U.S. Reg. No. 3,975,663
U.K.	
PEOPLECLUES	U.K. Reg. No. 2,456,087