

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Willhire, Inc.		09/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PRO Unlimited, Inc.		
Street Address:	1150 Iron Point Road		
Internal Address:	Suite 100		
City:	Folsom		
State/Country:	CALIFORNIA		
Postal Code:	95630		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97035038	WILLHIRE	
CORRESPONDENCE DATA			
Fax Number:	4152938001		
<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:	4152938436		
Email:	mathew@temmermanlaw.com		
Correspondent Name:	Mathew J. Temmerman		
Address Line 1:	201 Mission St., Suite 1200		
Address Line 2:	Temmerman Law		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Mathew J. Temmerman		
SIGNATURE:	/Mathew J. Temmerman/		
DATE SIGNED:	02/11/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSET TRANSFER AND ASSIGNMENT AGREEMENT

This Intellectual Property Asset Transfer and Assignment Agreement (together with all Schedules attached hereto, this “**Agreement**”) is effective as of September 29, 2021 (the “**Effective Date**”) and entered into by and between WillHire, Inc., a Delaware corporation (“**WillHire**” or “**Seller**”) and PRO Unlimited, Inc., a New York corporation (“**PRO**” or “**Purchaser**”) (Seller and Purchaser are individually and collectively referred to herein as “**Party**” and “**Parties**”, respectively). All capitalized terms used, but not defined, herein, shall have the meanings set forth in the APA.

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of the Effective Date (the “**APA**” or “**Asset Purchase Agreement**”) pursuant to which, inter alia, Purchaser agrees to purchase from Seller, and Seller agrees to sell, convey, transfer, assign and deliver to Purchaser, at the Closing, all of the Purchased Assets (including the Transferred Intellectual Property Assets (as defined below));

WHEREAS, in connection with the consummation of the transactions contemplated by the APA, Seller desires to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase from Seller, all right, title and interest in and to the Transferred Intellectual Property Assets (as defined below) in accordance with the terms and conditions set forth herein and in the APA;

WHEREAS, this Agreement is ancillary to the Asset Purchase Agreement between Purchaser and Seller and the Parties are entering into this Agreement to restate, evidence and confirm sale, conveyance, transfer, and assignment and delivery to Purchaser of all Transferred Intellectual Property Assets;

WHEREAS, this Agreement incorporates by reference all applicable terms of the Asset Purchase Agreement and the Parties intend that pursuant to the Asset Purchase Agreement of even date herewith between Purchaser and Seller, Seller is selling and transferring ownership to Purchaser of certain Purchased Assets (which include the Purchased Intellectual Property Assets, among other assets) to facilitate the continuous operation of the Business (as defined in the APA) by Purchaser; and

WHEREAS, for purposes of this Agreement, the Parties include Purchaser (which shall include any related entities or successors) and Seller (which shall include any Affiliates or other related persons or entities).

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants set forth in this Agreement and in the APA and for other good and valuable consideration, the receipt, value, and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Transferred Intellectual Property Assets. As used herein, the term “**Transferred Intellectual Property Assets**” means and collectively includes all Business Intellectual Property, including but not limited to any and all right, title, and interest of Seller in or to any and all Intellectual Property or other right or interest of any kind relating in any way to the Business Intellectual Property including but not limited to any and all of the following: (a) all Marks included in the Business Intellectual Property, including but not limited to any and all rights, title, and interests in and to the Marks listed in Schedule A (the “**Trademark Assets**”) and the domain names and social media usernames and accounts listed in Schedule B (the “**Domain Name Assets**”); (b) all other Intellectual Property included in the Proprietary Software and other Business Intellectual Property; (c) any and all common law rights or interests in Intellectual Property or any other asset relating to and used in the operation of the Business including but not limited to any rights of any kind relating to the intended or actual use of any Mark, term, symbol, word or name as a trademark or in any other way, including as related to the Trademark Assets or the Domain Name Assets; (d) any and all rights and interests in assets and accounts relating to the Trademark Assets, the Domain Name Assets, and any other Business Intellectual Property or otherwise to the operation of the Business including but not limited to website assets, data/content and information assets, advertisement/marketing assets, electronic/mail accounts and social media accounts, etc.; (e) any and all associated goodwill relating to the Transferred Intellectual Property Assets including but not limited to the goodwill of the operation of the Business, as symbolized by use of the Trademark Assets, by use of the Domain Name Assets, the other Business Intellectual Property or otherwise as used or intended to be used in commerce; (f) any and all copies, documentation, or tangible embodiments of the Business Intellectual Property in the possession, custody, or control of Seller or any of its Affiliates (including source code for all Proprietary Software) (collectively, “**Tangible Embodiments**”); (g) all rights of any kind whatsoever of Seller accruing under any of

the foregoing provided by applicable law; (h) any and all royalties, fees, damages, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (i) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignment of Transferred Intellectual Property Assets. Effective as of the Effective Date, Seller hereby absolutely, irrevocably and unconditionally sells, conveys, assigns, transfers and delivers to Purchaser and its successors and assigns to have and to hold forever, free and clear of all Liens, and Purchaser hereby accepts and assumes ownership of, all of the entire worldwide right, title, and interest in and to the Transferred Intellectual Property Assets, including but not limited to any and all Intellectual Property rights and any other right or interest of any kind regardless of whether identified or in use by Seller, including but not limited to the Trademark Assets and Domain Name Assets, including, without limitation, all applications, registrations and issuances therefor and any common law rights to such Transferred Intellectual Property, together with any and all goodwill connected with and symbolized thereby, the same to be held and enjoyed by Purchaser for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, as assignee of its entire right, title and interest therein. Without limiting the foregoing, it is the intent of the Parties under this Agreement and as provided in the Asset Purchase Agreement that (a) Purchaser will become the owner of all right, title and interest without limitation in and to the Transferred Intellectual Property Assets and (b) Purchaser will be granted a full/complete right to operate the Business without any obligation, restriction or limitation under any Intellectual Property or other right or interest of any kind held or controlled and transferred herein by Seller. It is the intent of the Parties under this Agreement and as provided in the Asset Purchase Agreement that Purchaser shall be the sole and exclusive owner of the Transferred Intellectual Property Assets and that Purchaser will exercise and hold and control the Transferred Intellectual Property Assets. It is the intent of the Parties that Seller will not hold or retain any right or interest in any intellectual property or other right or interest

relating to the operation of the Business or in any way to the business/commercial activities of Purchaser, except as set forth in the Asset Purchase Agreement.

3. Use of Agreement. Seller consents and agrees that this Agreement may be referenced, shown, filed, recorded and otherwise used in any way by or on behalf of Purchaser to document, evidence, confirm, perfect, and establish the sole, exclusive, and complete rights of Purchaser in and to the Transferred Intellectual Property Assets assigned and transferred to Purchaser under this Agreement, including but not limited to the Trademark Assets and the Domain Name Assets; Seller consents and agrees that the Purchaser shall have sole discretion to make any decision or to take any course of action relating to any of the Transferred Intellectual Property Assets under this Agreement, including without limitation the decision to apply for registration, register or maintain registration of any applicable asset. Without limiting the foregoing, Seller hereby authorizes the United States Patent and Trademark Office and the United States Copyright Office and all similar or corresponding foreign Governmental Entities to record and register this Agreement upon request by Purchaser and to record Purchaser (or its designee) as the assignee and owner of the Transferred Intellectual Property Assets, and to issue any and all registrations from any and all applications for registration included in the Trademark Assets in and to the name of Purchaser.

4. Further Assurances; Covenants; and Deliverables. The Parties agree that each will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to effect the provisions of this Agreement and each of the other agreements and instruments delivered by them in connection herewith. Seller further agrees that at any time and from time to time after the Closing, it will execute and deliver to Purchaser such further conveyances, assignments or other written assurances as Purchaser may reasonably request and as Seller is reasonably able to comply with to perfect and protect Purchaser's title to the Transferred Intellectual Property Assets, including all documents necessary to register and perfect in the name of Purchaser the sale and assignment of the Transferred Intellectual Property Assets with United States Patent and Trademark Office and the United States Copyright Office and all similar or corresponding foreign Governmental Entities. In addition to the foregoing, Seller hereby absolutely, irrevocably and unconditionally covenants and agrees that (a) from and after the Closing, Seller and its Affiliates will not (and will not be entitled to and shall cause their Representatives not to) use in any way or for any purpose, nor disclose to any third party, any of

the trade secrets or other confidential Intellectual Property rights included in the Transferred Intellectual Property Assets without the prior written consent of Purchaser (in its sole discretion); and (b) upon the Effective Date, Seller shall deliver to Purchaser all Tangible Embodiments.

5. Application of the Asset Purchase Agreement. All terms of the Asset Purchase Agreement shall apply to this Agreement and any Transferred Intellectual Property Assets. The delivery of this Agreement shall not amend, affect, expand, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, indemnities, terms or provisions of the APA or any of the rights, remedies or obligations of Parties provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms.

6. Successorship. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by each Party and its respective successors and permitted assigns. The covenants of each Party contained herein shall survive the execution and delivery of this Agreement.

7. Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, (a) the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain valid and binding and shall in no way be affected, impaired or invalidated, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable term, provision, covenant or restriction or any portion thereof had never been contained herein and (b) the parties shall negotiate in good faith to reduce the scope, duration or area of such term, provision, covenant or restriction, to delete specific words or phrases, or to replace any invalid or unenforceable term, provision, covenant or restriction with a term, provision, covenant or restriction that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term, provision, covenant or restriction and this Agreement shall be enforceable as modified.

8. Governing Law. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with internal laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction). Any legal dispute or suit, action or proceeding arising out of or based upon this agreement, or the instruments, agreements, documents and other transactions

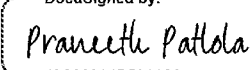
contemplated hereby may be instituted in the court of chancery of the state of Delaware, or to the extent such court does not have subject matter jurisdiction, the superior court of the state of Delaware, and each Party irrevocably submits to the personal and exclusive jurisdiction of such courts in any such dispute or suit, action or proceeding, whether in law or equity.

9. This Agreement may be executed and delivered (including by scanned .pdf image, facsimile or other electronic transmission) in one or more counterparts by the different parties hereto, each of which when taken together shall constitute one binding agreement among all parties hereto.

[Signature Pages Will Follow]

SELLER:

WILLHIRE, INC.

DocuSigned by:

By: _____
Name: Praneeth Patola
Title: CEO

[Signature Page to IP Agreement]

SCHEDULE A
TRADEMARK ASSETS

1. U.S. Trademark Application No. 97035038 for WILLHIRE
2. All common law right, title, and interest in and to the mark WILLHIRE



3. All common law right, title, and interest in and to the mark WILLHIRE

<p style="text-align: center;">SCHEDULE B DOMAIN NAME ASSETS</p>
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Domain Names:

1. WillHire.co
2. Willhire.cc
3. willhire.network
4. willhire.net
5. willhire.io
6. willhire.com

Social Media Usernames and Accounts:

1. <https://www.linkedin.com/company/willhire>
2. <https://twitter.com/willhireco>
3. <https://www.youtube.com/channel/UCmEahbyEthK0Bkf4ldDC44Q>
4. <https://www.facebook.com/willhiretemp/>