

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hub Recruiting, LLC		11/30/2022	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	ZRG Partners, LLC		
Street Address:	365 West Passaic Street, Suite 465		
City:	Rochelle Park		
State/Country:	NEW JERSEY		
Postal Code:	07662		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5866089	FULL STACK RPO	
CORRESPONDENCE DATA			
Fax Number:	2032263801		
<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:	203-291-8224		
Email:	im@btt-law.com		
Correspondent Name:	Jamie Kim, Esq.		
Address Line 1:	8 Wright Street		
Address Line 2:	Berkowitz, Trager & Trager, LLC		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Jamie Kim, Esq.		
SIGNATURE:	/s/ Jamie Kim		
DATE SIGNED:	12/02/2022		
Total Attachments: 5			
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OP \$40.00 5866089

HUB RECRUITING, LLC

TRADEMARK ASSIGNMENT

This TRADEMARKS ASSIGNMENT (this "Assignment"), effective as of November 30, 2022 (the "Effective Date"), is made by and between HUB RECRUITING, LLC, a Massachusetts limited liability company ("Assignor"), and ZRG PARTNERS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) any and all trade names, service marks and intellectual property rights, including rights of priority, and all registrations for the marks/names identified on Exhibit A attached hereto (the "Intellectual Property"); and (ii) any and all goodwill of the business of Assignor associated with the Intellectual Property;

WHEREAS, Assignee desires to acquire the Intellectual Property and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, this Assignment is being entered into in connection with and as a condition to the closing of the transactions contemplated by that certain Acquisition Agreement dated as of the date hereof by and among Assignor, Assignee, ZRG Holding Company, LLC, Matthew Corbett and Thomas Pirmm (the "Acquisition Agreement").

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee its entire worldwide right, title and interest in and to the Intellectual Property, together with: (a) the goodwill symbolized by or associated with the Intellectual Property; (b) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past, present and future infringements and misappropriations, of the Intellectual Property (including without limitation, the right to sue for and collect damages caused by any such infringement or misappropriation) that may have occurred at any time in the past, up to the Effective Date, together with any and all further privileges in the United States and throughout the world to establish use, ownership and registration of the Intellectual Property; and (c) any royalties or other consideration owed to Assignor in connection with use of the Intellectual Property from and after the Effective Date.

2. Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

3. Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification that may be necessary or desirable for

purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

4. Assignor agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time-to-time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Intellectual Property, the goodwill and all other rights hereby conveyed.

5. Assignee hereby accepts the assignment of the Intellectual Property and the associated goodwill.

6. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

7. This Assignment is executed and delivered pursuant to the Acquisition Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Acquisition Agreement, the terms and conditions of the Acquisition Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Acquisition Agreement.

[Balance of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

ASSIGNOR:

HUB RECRUITING, LLC

By: (Digitally signed by) Matthew Corbett
Matthew Corbett
Chief Executive Officer

ASSIGNEE:

ZRG PARTNERS, LLC

By: _____
Andrew J. Nathanson
Chief Financial Officer

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

ASSIGNOR:

HUB RECRUITING, LLC

By: _____
Matthew Corbett
Chief Executive Officer

ASSIGNEE:

ZRG PARTNERS, LLC

By:  _____
Andrew J. Nathanson
Chief Financial Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007907 FRAME: 0330

INTELLECTUAL PROPERTY

Trademark	Applications/Registrations (as applicable)	Registration Date
Full Stack RPO	5866089	September 24, 2019