

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FlexJobs Corporation		02/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bold Limited		
Street Address:	H.P. House, 21 Laffan Street		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM 09		
Entity Type:	Company: BERMUDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3443190	FLEXJOBS	
Registration Number:	4855828	FLEXJOBS	
Registration Number:	6283374	FLEXJOBS	
Registration Number:	6029868	FLEXJOBS	
Registration Number:	6455947	FIND A BETTER WAY TO WORK	
Registration Number:	3465147	JOB-HUNT	
CORRESPONDENCE DATA			
Fax Number:	2129408776		
<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:	2129406523		
Email:	ian.farias@katten.com		
Correspondent Name:	Jessica Kraver, Katten Muchin Rosenman		
Address Line 1:	50 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	391438-00002		
DOMESTIC REPRESENTATIVE			
Name:	Jessica Kraver, Katten Muchin Rosenman		
Address Line 1:	50 Rockefeller Plaza		

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Address Line 4: New York, NEW YORK 10020	
NAME OF SUBMITTER:	Jessica Kraver
SIGNATURE:	/Jessica Kraver/
DATE SIGNED:	03/09/2023
Total Attachments: 7 source=Flexjobs Assignment of Trademarks#page1.tif source=Flexjobs Assignment of Trademarks#page2.tif source=Flexjobs Assignment of Trademarks#page3.tif source=Flexjobs Assignment of Trademarks#page4.tif source=Flexjobs Assignment of Trademarks#page5.tif source=Flexjobs Assignment of Trademarks#page6.tif source=Flexjobs Assignment of Trademarks#page7.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), dated as of February 22, 2023, is entered into by and between FlexJobs Corporation, a Delaware corporation ("Assignor"), and BOLD Limited, a Bermuda company limited by shares ("Assignee").

WHEREAS, Assignee, Assignor, Holdstein Revocable Trust, Russell Holdstein, David and Sarah Hehman 2002 Revocable Trust, David Hehman, Howard and Harriet Love Living Trust of 11/94, Howard Love, Sara Sutton and Peter Handsman have entered into that certain Asset Purchase Agreement, dated as of February 22, 2023 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of all rights, title and interest in and to those certain trademark applications and registrations identified on Exhibit A of the Purchase Agreement that are set forth under the heading "Marks" and reproduced here on the attached Schedule A (the "Assigned Marks");

WHEREAS, as contemplated by Section 1.1(c) of the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver all of Assignor's Intellectual Property Rights identified under the heading "Marks" on Schedule A and any goodwill therein), user databases, data, algorithms, models, software, processes, etc., in each case, used by or on behalf of Seller for the provision of any of the services carried out through any of the Domains or Accounts or otherwise used in, held for use in, related to or necessary for the operation of the Business; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to deliver, or cause to be delivered, to Assignee, all instruments and documents required on Assignor's part to effectuate the transactions contemplated thereby, in each case in form and substance reasonably satisfactory to Assignee and Assignee's counsel.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor's rights, title and interests of every kind and nature to the Assigned Marks (together with all common law rights with respect thereto in the United States and throughout the world, including (i) all registrations thereof, and any renewals and extensions of such registrations, (ii) all rights to sue or recover and retain damages, costs and attorneys' fees for past, present and future infringement, misappropriation or other violation thereof and (iii) the goodwill associated with the Assigned Marks). Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, the Commissioner for Trademarks in the United States Patent and Trademark Office and any other official throughout the world whose duty is to register and record trademark registrations and applications therefor, to record Assignee as the owner of the applicable Assigned Marks and to issue any and all Assigned Marks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor agrees to promptly execute all documents, instruments, conveyances, assurances and papers and to take such further actions as reasonably requested by Assignee, its successors and assigns, to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment and perfect in Assignee, its successors and assigns, the foregoing right, title and interest, including the execution of any related domestic or foreign application documents, and further including, without limitation, all actions that may be reasonably required by the applicable entity or agency to transfer ownership and control of each Assigned Mark to Assignee.

4. Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. This Assignment is given to further evidence (and give immediate effect to) the transfers and assignments of the interests in the Assets, including the Assigned Marks, contemplated by the Purchase Agreement upon the terms and conditions specified 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 will govern.

5. Notices. All notices and other communications to be given under the terms of this Assignment or which any of the parties desire to give hereunder shall be in writing and shall be made in accordance with Section 9.11 (Notices) of the Purchase Agreement.

6. Governing Law; Jurisdiction. The parties hereto hereby agree that the provisions of Section 9.8 (Interpretation), Section 9.9 (Successors and Assigns), Section 9.11 (Notices), Section 9.12 (Amendment), Section 9.13 (Governing Law), Section 9.14 (Submission to Jurisdiction; Waiver of Venue; Waiver of Trial by Jury), Section 9.15 (Assignment), Section 9.16 (Specific Performance), Section 9.17 (Entire Agreement) and Section 9.19 (Counterparts) of the Purchase Agreement are hereby made part of this Assignment as if they were contained herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date set forth in the first paragraph hereof.

ASSIGNOR:

FLEXJOBS CORPORATION

By: *Sara Sutton*
By: Sara Sutton (Feb 21, 2023 10:04 AM)

Name: Sara Sutton

Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 007998 FRAME: 0116

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date set forth in the first paragraph hereof.

ASSIGNEE:

BOLD LIMITED

By: Kevin Insley

Name: Kevin Insley

Title: Director of BOLD Limited

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 007998 FRAME: 0117

SCHEDULE A

Marks

Trademark		Country	Appl.# Appl. Filing Date	Reg.# Reg. Date	Renewal Date	Status	TM Class
FLEXJOBS		United States of America	77/228,424	3,443,190	6/3/2028	Registered	35
06/03/2028	Renewal due (F)		7/12/2007	6/3/2008			
FLEXJOBS		Australia	1680123	1680123	3/11/2025	Registered	35 & 42
			3/11/2015				
03/11/2025	Foreign Renewal Due (F)						
FLEXJOBS		Canada	1685793	TMA1,045,417	7/29/2029	Registered	9, 35, 42
			7/17/2014	7/29/2019			
07/29/2029	Foreign Renewal Due (F)						
FLEXJOBS		United States of America	86/975,940	4,855,828	11/17/2025	Registered	35, 42
11/17/2025	Renewal due (F)		10/27/2014	11/17/2015			
FLEXJOBS		United Kingdom	UK00003064903	UK00003064903	7/18/2024	Registered	35, 42
			7/18/2014	7/18/2014			

07/18/2024	Foreign Renewal Due (F)						
FLEXJOBS		United States of America	87/419,228	6,283,374	3/2/2031	Registered	9
03/02/2027	Section 8 & 15 due (F)		4/20/2017	3/2/2021			
03/02/2031	Renewal due (F)						
FLEXJOBS		United States of America	87/982,739	6,029,868	4/7/2030	Registered	35, 42
04/07/2026	Section 8 & 15 due (F)		4/20/2017	4/7/2020			
04/07/2030	Renewal due (F)						
FLEXJOBS		Spain	M3687667		10/20/2027	Registered	9, 35, 42
			10/20/2017	6/11/2018			
10/20/2027	Foreign Renewal Due (F)						
FLEXJOBS		European Patent Office	017887096	017887096	4/12/2028	Registered	9, 35, 42
			4/12/2018	8/23/2018			
04/12/2028	Foreign Renewal Due (F)						
FLEXJOBS		India	3660479	3660479	10/20/2027	Registered	9, 35, 42
			10/20/2017	11/29/2019			
10/20/2027	Foreign Renewal Due (F)						

FLEXJOBS		Mexico	1962043	1844265	10/20/2027	Registered	35
10/20/2027	Foreign Renewal Due (F)		10/20/2017	10/20/2017			
FLEXJOBS		New Zealand	1078933	1078933	4/20/2027	Registered	9, 35, 42
			10/19/2017	4/20/2017			
04/20/2027	Foreign Renewal Due (F)						
FLEXJOBS		United Kingdom	00917887096	00917887096	4/12/2028	Registered	9, 35, 42
			4/12/2018	8/23/2018			
04/12/2028	Foreign Renewal Due (F)						
FIND A BETTER WAY TO WORK		United States of America	87/635,707	6,455,947	8/17/2031	Registered	9, 35, 42
08/17/2027	Section 8 & 15 due (F)		10/5/2017	8/17/2021			
08/17/2031	Renewal due (F)						
FLEXJOBS		Mexico	1962042	1844264	10/20/2027	Registered	42
10/20/2027	Foreign Renewal Due (F)		10/20/2017	10/20/2017			
JOB-HUNT		United States of America	77/038,271	3,465,147	7/15/2028	Registered	035
07/15/2028	Renewal due (F)		11/7/2006	7/15/2008			