

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM848662

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JobMatch LLC		01/01/2022	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ApplicantPro Holdings, LLC		
<b>Street Address:</b>	3688 E Campus Drive, Suite 150		
<b>City:</b>	Eagle Mountain		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84005		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5420135	APPLICANTLIST	
<b>Registration Number:</b>	5456815	APPLICANTPOOL	
<b>Registration Number:</b>	5456816	APPLICANTPRO	
<b>Registration Number:</b>	5334042	ENTRYScreen	
<b>Registration Number:</b>	5334044	HIRELIST	
<b>Registration Number:</b>	5403657	HIRING OPTIMIZATION	
<b>Registration Number:</b>	5334048	IAPPLICANTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048156555		
<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>			
<b>Phone:</b>	4048156500		
<b>Email:</b>	ftaylor@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 2:</b>	Attn: TM Administration		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	0968307		
<b>NAME OF SUBMITTER:</b>	K. Faye Taylor, Paralegal		

OP \$190.00 5420135

<b>SIGNATURE:</b>	/K. Faye Taylor/
<b>DATE SIGNED:</b>	10/25/2023
<b>Total Attachments: 5</b> source=JobMatch Trademark Assignment#page1.tif source=JobMatch Trademark Assignment#page2.tif source=JobMatch Trademark Assignment#page3.tif source=JobMatch Trademark Assignment#page4.tif source=JobMatch Trademark Assignment#page5.tif	

## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark And Domain Name Assignment Agreement (this “*Agreement*”) is made as of this 1<sup>st</sup> day of January, 2022, by and among JobMatch LLC, a Utah limited liability company (“*Transferor*”) and ApplicantPro Holdings, LLC, a Delaware limited liability company (“*Transferee*”). Transferee and Transferor are sometimes individually referred to herein as a “*Party*” and collectively as “*Parties*.”

**WHEREAS**, Transferor has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “*Trademarks*”);

**WHEREAS**, Transferor is the owner and registrant of certain domain names, including but not limited to those listed on Schedule B hereto (collectively, the “*Domain Names*”);

**WHEREAS**, pursuant to, and in furtherance of the matters contemplated by, that certain Plan of Complete Liquidation and Dissolution, dated as of December 22, 2021 (the “*Plan*”), approved by Transferor and Transferee, Transferor desires to transfer, sell, convey, assign and deliver to Transferee, among other assets, the Trademarks and the Domain Names, and Transferee desires to accept such transfer and assume Transferor’s liabilities incurred at the Effective Date (as defined in the Plan), in each case with such assignment and assumption to be effective as of the Effective Date.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings given to such terms in the Plan.

2. Assignment.

a. Transferor hereby irrevocably assigns and transfers to Transferee, and Transferee hereby accepts, all right, title and interest in and to the Trademarks, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Time, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Transferee, as fully and effectually as they would have been held by Transferor had this assignment not taken place.

b. Transferor hereby irrevocably assigns and transfers to Transferee, and Transferee hereby accepts, all right, title and interest in and to the Domain Names, including, but not limited to, all content on the website associated with the Domain Names, any copyrights or other intellectual property or proprietary rights based on or related to the Domain Names, and the right to pursue all causes of action arising out of or related to the rights in and to the Domain Names, whether arising before or after the Effective Date, the same to be held by Transferee, as fully and effectually as they would have been held by Transferor had this assignment not taken place.

3. Assumption of Liabilities. Transferee hereby assumes and agrees to faithfully and fully pay and perform any and all obligations of Transferor under or in respect of the Trademarks and Domain Names (whether arising under contract, law or otherwise, regardless of when arising or accruing and regardless of when performance is or was due), with such assumption to be effective as of the Effective Date.

4. Registration. Transferee will be entitled to register this Agreement at the relevant intellectual property offices. Transferor shall give Transferee any powers and authorization necessary for this purpose and, at the request of Transferee or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Transferee.

5. Further Action. Transferor and Transferee shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Agreement; provided, that, as between the parties, Transferee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Transferee's right, title and interest in and to the Trademarks and the Domain Names, and for any and all costs, expenses and fees associated therewith.

6. Due Authorization. Transferor hereby authorizes and requests the applicable Internet domain name registrar to issue any and all domain name registrations from any and all applications for registration included in the Domain Names to and in the name of Transferee.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of Utah, without giving effect to principles of conflicts of laws; provided that, in the case of any conflict between that law and the federal securities laws, the latter shall govern.

8. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (including by telecopy) to the other party.

9. No Benefit to Third Parties. Nothing herein confers any right on, or shall inure to the benefit of, any person or entity not a party hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be duly executed by their respective authorized representatives on the day and year first above written.

**TRANSFEROR:**

**JobMatch LLC**

DocuSigned by:

Shane Whittington

By: \_\_\_\_\_  
43C0DD83891C44F...

Name: Shane Whittington

Title: Treasurer

**TRANSFeree:**

**ApplicantPro Holdings, LLC**

DocuSigned by:

Shane Whittington

By: \_\_\_\_\_  
43C0DD83891C44F...

Name: Shane Whittington

Title: Treasurer

**SCHEDULE A  
TRADEMARKS**

Mark	Country File No. Client Ref. No	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
APPLICANTLIST	United States of America 099028- 1056016	Registered	87399802	5420135	JobMatch LLC	42 Providing use of web-based non-downloadable hiring management software to help manage the entire hiring and selection process, namely, software for use in posting jobs to job boards, capturing online applications, tracking applications and applicants, and managing applications and applicants.	Section 8 Affidavit Deadline 2024 Mar 6, 2028
			Apr 5, 2017	Mar 6, 2018			
APPLICANTPOOL	United States of America 099028- 1056028	Registered	87399848	5456815	JobMatch LLC	42 Providing temporary use of web-based non-downloadable hiring management software helping manage the entire hiring and selection process, namely, for use in posting jobs to job boards, capturing online applications, tracking applications and applicants, and managing applications and applicants.	Sec 8 and/or 15 Filing Deadline 2024 May 1, 2028
			Apr 5, 2017	May 1, 2018			
APPLICANTPRO	United States of America 099028- 1056018	Registered	87399864	5456816	JobMatch LLC	42 Providing temporary use of web-based non-downloadable hiring management software helping manage the entire hiring and selection process, namely, posting jobs to job boards, capturing online applications, tracking applications and applicants, and managing applications and applicants.	Sec 8 and/or 15 Filing Deadline 2024 May 1, 2028
			Apr 5, 2017	May 1, 2018			
ENTRYSCREEN	United States of America 099028- 1056019	Registered	87399904	5334042	JobMatch LLC	42 Providing use of web-based non-downloadable software for data entry and typing test that grades job seekers on their typing speed and accuracy by comparing their test results against a pool of others who have taken the test.	Sec 8 and/or 15 Filing Deadline 2023 Nov 14, 2027
			Apr 5, 2017	Nov 14, 2017			
HIRELIST	United States of America 099028- 1056025	Registered	87399924	5334044	JobMatch LLC	42 Providing use of web-based non-downloadable hiring management software to help manage the entire hiring and selection process, namely, software for use in posting jobs to job boards, capturing online applications,	Sec 8 and/or 15 Filing Deadline 2023 Nov 14, 2027
			Apr 5, 2017	Nov 14, 2017			

Mark	Country File No. Client Ref. No	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
HIRING OPTIMIZATION	United States of America 099028-1056026	Registered	87399941 Apr 5, 2017	5403657 Feb 13, 2018	JobMatch LLC	42 Providing temporary use of a web-based non-downloadable software auditing tool, namely, software that provides employers with reports and insight into how their hiring process compares to their competitors and provides ideas on what they can change to improve their hiring process.	Section 8 Affidavit Deadline 2024 Feb 13, 2028 Sec 8/9 Renewal Deadline
APPLICANTS	United States of America 099028-1056029	Registered	87399972 Apr 5, 2017	5334048 Nov 14, 2017	JobMatch LLC	42 Providing use of web-based non-downloadable hiring management software to help manage the entire hiring and selection process, namely, software for use in posting jobs to job boards, capturing online applications, tracking applications and applicants, and managing applications and applicants.	Sec 8 and/or 15 Filing Deadline 2023 Nov 14, 2027 Sec 8/9 Renewal Deadline

TRADEMARK

REEL: 008239 FRAME: 0020

RECORDED: 10/25/2023