

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM152282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProScreening LLC		01/01/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Company Name:	ApplicantPro Holdings, LLC		
Street Address:	3688 E CAMPUS DRIVE, SUITE 150		
City:	Eagle Mountain		
State/Country:	UTAH		
Postal Code:	84005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5446166	PROSCREENING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4048156140		
Email:	tadmin@ktslaw.com,miskowitz@ktslaw.com		
Correspondent Name:	Mark Iskowitz		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1058459		
NAME OF SUBMITTER:	MARK ISKOWITZ		
SIGNATURE:	MARK ISKOWITZ		
DATE SIGNED:	02/26/2024		
Total Attachments: 5			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark And Domain Name Assignment Agreement (this “Agreement”) is made as of this 1st day of January, 2022, by and among ProScreening 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.

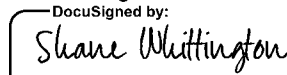
9. No Benefit to Third Parties. Nothing herein confers any right on, or shall inure to the benefit of, any person or entity not a party hereto.

[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.

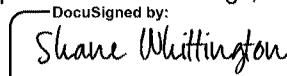
TRANSFEROR:

ProScreening LLC

DocuSigned by:

By: 43C0DD83891C44F...
Name: Shane Whittington
Title: Treasurer

TRANSFeree:

ApplicantPro Holdings, LLC

DocuSigned by:

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
PROSCREENING	United States of America 099028- 1058459	Registered	87399742 Apr 5, 2017	5446166 Apr 17, 2018	ProScreening LLC	44 45 Providing drug use testing services. Providing background investigation services; background checking services in the nature of background investigations; providing background checking services, namely, background investigation services in the employment and education fields.	Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline Apr 17, 2024 Apr 17, 2028

**SCHEDULE B
DOMAIN NAMES**

www.proscreening.com