

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QuietAgent, Inc.		10/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FINDLY, LLC
Street Address:	16192 Coasta Highway
City:	Lewes
State/Country:	DELAWARE
Postal Code:	19958
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77489236	ALLIANCEQ
Serial Number:	77499396	ALLIANCE Q BY CORPORATIONS, FOR CORPORATIONS
Serial Number:	77683742	MILLIONS OF CANDIDATES, EXACT MATCHES
Serial Number:	77683756	Q-FILTER
Serial Number:	77683771	Q-PROTECT
Serial Number:	77705558	Q-MATCH
Serial Number:	77808690	YOUR 24X7 PERSONAL JOB HUNTER
Serial Number:	77829368	OPEN SOURCE TALENT NETWORK
Serial Number:	77846247	THE OPEN TALENT NETWORK

CORRESPONDENCE DATA

Fax Number: 2138925163
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-892-4000
 Email: lrizzo@milbank.com

CH \$240.00 77489236

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: 601 South Figueroa Street, Suite 3000
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 37773-08700

NAME OF SUBMITTER: Chris L. Holm

Signature: /Chris L. Holm/

Date: 11/29/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated October 1, 2012 (this "Agreement"), is entered into by QuietAgent, Inc., a Delaware corporation ("Assignor"), for the benefit of Findly, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Equity Purchase Agreement (as defined below).

WHEREAS, Assignor, First Advantage Talent Management Services, LLC, a Delaware limited liability company ("Buyer"), and First Advantage Background Services Corp, a Florida corporation, are parties to an Equity Purchase Agreement (the "Equity Purchase Agreement"), dated as of September 6, 2012, pursuant to which Buyer is acquiring from Assignor all of the Acquired Equity Interests of Assignee and StaffCV Limited, a New Zealand limited liability company.

WHEREAS, Assignor has agreed to convey, assign, transfer and deliver, and Assignee has agreed to acquire and accept from Assignor, all of Assignor's rights, title and interests in and to all Intellectual Property used in, or material to, the Company Business or otherwise necessary to conduct the Company Business (collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, assigns, transfers, quit claims and delivers to Assignee any and all of such Assignor's rights, title and interests in and to the Assigned Intellectual Property, including (a) the marks set forth on Schedule A attached hereto, together with the goodwill symbolized thereby or associated therewith; and (b) the domain names and registration thereof set forth on Schedule B attached hereto (the "Assigned Domain Names"), together with all rights derived therefrom, including but not limited to the right to sue for and collect damages for past, present and future infringement. For the avoidance of doubt, Assignor is not assigning any right, title or interest in or to its Sparkt consumer product.

Within three (3) business days following Closing, Assignor shall (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Assigned Domain Name (the "Registering Authority") to transfer such Assigned Domain Name to Assignee on an expedited basis (if and as available), (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (c) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Assigned Domain Name to Assignee on an expedited basis.

Assignor further agrees that, should additional or further documentation of the assignment be required in the implementation, recordation and perfection of this

Agreement, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request.


This Agreement shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns in all respects, including all matters of construction, validity and performance. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware applicable to contracts executed in and to be performed entirely within such state, without regard to the principles thereof regarding conflicts of law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement on the date first above written.

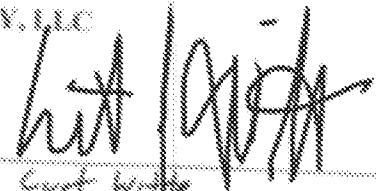
ASSIGNOR:

QUIETAGENT, INC.

By: 
Name: Greg Chad
Title: COO/Gen. Secretary

ASSIGNEE:

FINDLY, LLC

By: 
Name: Curt Witz
Title: President & CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE A

ASSIGNED TRADEMARKS

	<u>Description</u>	<u>Owner</u>	<u>Type</u>	<u>Status</u>
New Zealand				
Trademarks:				
674467	StaffCV	StaffCv, Inc. ¹	Word	Registered
725915	Careers That Invite You	StaffCv, Inc.	Word	Registered
790461	AllianceQ	QuietAgent, Inc.	Word	Registered
791196	AllianceQ	QuietAgent, Inc.	Device	Registered
Australia				
Trademarks:				
10743061	AllianceQ	QuietAgent, Inc.	Word	Registered
10766881	AllianceQ	QuietAgent, Inc.	Device	Registered
USA				
Trademarks:				
77489236	AllianceQ	QuietAgent, Inc.	Word	Registered
77499396	AllianceQ	QuietAgent, Inc.	Device	Registered
77683742	Millions of Candidates, Exact Matches	QuietAgent, Inc.	Word	Registered
77683756	Q-Filter	QuietAgent, Inc.	Word	Registered
77683771	Q-Protect	QuietAgent, Inc.	Word	Registered
77705558	Q-Match	QuietAgent, Inc.	Word	Registered
77808690	Your 24x7 Personal Job Hunter	QuietAgent, Inc.	Word	Registered
77829368	Open Source Talent Network	QuietAgent, Inc.	Word	Registered
77846247	The Open Talent Network	QuietAgent, Inc.	Word	Registered
Canada (CIPO)				
Trademarks:				
1398716	AllianceQ	QuietAgent, Inc.	Word	Registered
1465414	Zabdo	QuietAgent, Inc.	Word	Registered

¹ StaffCV, Inc. is the name formerly used by QuietAgent, Inc.

SCHEDULE B

ASSIGNED DOMAIN NAMES

DOMAIN	EXPIRES ON	REGISTRATION SITE	Registrant	COMMENTS
allianceq.co.uk	November 28, 2013	Network Solutions	StaffCV, Inc.	
alliance-q.co.uk	November 28, 2013	Network Solutions	StaffCV, Inc.	
allianceq.com	November 28, 2012	Network Solutions	StaffCV, Inc.	
alliance-q.com	November 28, 2012	Network Solutions	StaffCV, Inc.	
allianceq.net	November 28, 2012	Network Solutions	StaffCV, Inc.	
alliance-q.net	November 28, 2012	Network Solutions	StaffCV, Inc.	
alliancequeue.co.uk	November 28, 2013	Network Solutions	StaffCV, Inc.	
alliancequeue.com	November 28, 2012	Network Solutions	StaffCV, Inc.	
alliancequeue.net	November 28, 2012	Network Solutions	StaffCV, Inc.	
alwaysbelooking.com	November 07, 2012	Network Solutions	StaffCV, Inc.	
bfound.com	May 02, 2013	Network Solutions	StaffCV, Inc.	
bfound.net	June 09, 2016	Network Solutions	StaffCV, Inc.	
employall.mobi	November 02, 2012	Network Solutions	StaffCV, Inc.	
employall.net	November 02, 2012	Network Solutions	StaffCV, Inc.	
employall.org	November 02, 2012	Network Solutions	StaffCV, Inc.	
faceflipme.com	August 16, 2013	Network Solutions	StaffCV, Inc.	
find.ly	January 12, 2021	NIC.LY	QuietAgent, Inc.	
findly.co	October 07, 2012	Network Solutions	StaffCV, Inc.	
findly.me	October 07, 2012	Network Solutions	StaffCV, Inc.	
findly.us	October 07, 2012	Network Solutions	StaffCV, Inc.	
jetconnectrecruit.co.nz	August 03, 2013	2DAY.com	StaffCV Limited	
openwebmediainc.com	March 29, 2015	Network Solutions	StaffCV, Inc.	
quietagent.com	May 04, 2013	Network Solutions	StaffCV, Inc.	Private Registration.
quietagent.co.uk	November 09, 2013	Network Solutions	StaffCV, Inc.	
quietagent.com	October 18, 2016	Network Solutions	StaffCV, Inc.	
quietagent.mobi	July 16, 2012	Network Solutions	StaffCV, Inc.	
quietagent.net	November 09, 2014	Network Solutions	StaffCV, Inc.	
quietword.com	December 28, 2012	Network Solutions	StaffCV, Inc.	Will need renewing or not
recruitingonq.com	July 08, 2014	Network Solutions	StaffCV, Inc.	
staffcv.com	March 14, 2020	Network Solutions	StaffCV, Inc.	
thestepupapp.com	August 28, 2013	Network Solutions	StaffCV, Inc.	
unitedwework.us	March 31, 2013	Jason's Godaddy	QuietAgent, Inc.	
unitedwework.net	April 1, 2013	Jason's Godaddy	QuietAgent, Inc.	
unitedwework.org	April 1, 2013	Jason's Godaddy	QuietAgent, Inc.	
Web Forwarding (recruitingonq.com)	July 12, 2014	Network Solutions	StaffCV, Inc.	

workplaceconfessions.com	October 20, 2012	Network Solutions	StaffCV, Inc.	
zabdo.com	January 07, 2015	Network Solutions	StaffCV, Inc.	
zabdo.me	May 05, 2013	Network Solutions	StaffCV, Inc.	