

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354708

<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>
Async Recruiting, LLC		08/31/2015	LIMITED LIABILITY COMPANY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RIVS.COM, Inc.		
<b>Street Address:</b>	112 S. Sangamon St., Suite 303		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85312529	ASYNC INTERVIEW	
<b>Serial Number:</b>	85290271	VIEW WHENEVER DECIDE TOGETHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	215-645-7132 x702		
<b>Email:</b>	eisrael@asyncinterview.com		
<b>Correspondent Name:</b>	Ehud Israel		
<b>Address Line 1:</b>	1328 Arthur Ave.		
<b>Address Line 4:</b>	Maple Glen, PENNSYLVANIA 19002		
<b>NAME OF SUBMITTER:</b>	Ehud Israel		
<b>SIGNATURE:</b>	/Ehud Israel/		
<b>DATE SIGNED:</b>	09/11/2015		
<b>Total Attachments: 386</b>			
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**ASSET PURCHASE AGREEMENT**

Parties: Async Recruiting, LLC, dba Async Interview, 1328 Arthur Ave., Maple Glen, PA 19002 (“Seller”)

RIVS.COM, Inc., 112 S. Sangamon Suite 303, Chicago, IL 60607 (“Buyer”)

Date: August 28, 2015

**RECITALS**

Seller is engaged in providing web-based software for digital voice and video interviews (the “Business”). Buyer desires to buy, and Seller is willing to sell, substantially all of Seller’s assets related to the Business as hereinafter provided.

**AGREEMENT**

The parties agree as follows:

1. **Purchase of Assets.** Except to the extent they are Excluded Assets as set forth in Section 2, as of the Closing Date, Buyer will purchase, and Seller shall sell and deliver to Buyer, all of the following assets of Seller (the “Assets”):

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

(h) All trade names, trademarks, and service marks, including the name “Async Recruiting, LLC” and “Async Interview,” together with the goodwill associated with such marks, and all copyrights and other intellectual property rights of Seller related to the Business;

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]









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Independence, IA 50644

**22. Entire Agreement; Counterparts; and Faxed Copies.** This Agreement and the exhibits attached hereto set forth the entire Agreement between Seller and Buyer, superseding in all respects any and all prior oral or written agreements or understandings between them pertaining to the transactions contemplated by this Agreement, including without limitation, that certain letter of intent, dated August 27, 2015. This Agreement shall be amended or modified only by written instrument signed by Seller,, and Buyer. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one Agreement. Copies of this Agreement with faxed signature page(s) shall be binding and effective as to each party and may be used in lieu of an original of this Agreement and in lieu of original signature page(s).

**23. Severability.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**ASync RECRUITING, LLC**

DocuSigned by:  
*Christopher Young*  
By: Christopher Young  
Its: CEO

**RIVS.COM, INC.**

DocuSigned by:  
*Phillip Leslie*  
By: Phillip Leslie, its CEO











**EXHIBIT D**

**Bill of Sale and Assignment**

FOR VALUE RECEIVED, Async Recruiting, LLC, dba Async Interview (“Seller”), hereby sells, assigns, transfers and delivers to RIVS.com, Inc., its successors and assigns (“Buyer”), all of Seller’s right, title and interest in the following described property used by Seller in its business (the “Assets”), but not including the “Excluded Assets” (as such term is defined the below defined Asset Purchase Agreement):

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Except for the express representations and warranties contained in this Asset Purchase Agreement, Buyer has not relied upon and is not relying upon and Seller makes no representations or warranties, of any kind or nature, express or implied, including with respect to physical condition, marketability, profitability, suitability or fitness for a particular purpose, title, compliance with applicable ordinances, codes, laws, requirements, rules or regulations or any other matter related or with regard to the Assets and the Business and Buyer agrees that it is accepting the Assets “As Is, Where Is and With All Faults”.

IN WITNESS WHEREOF, Seller has caused the execution of this Bill of Sale and Assignment to be signed on its behalf by its duly authorized representative as of this 31st day of August, 2015.

**ASync RECRUITING, LLC**

DocuSigned by:

*Christopher Young*

By: Christopher Young

Its: CEO

**RIVS.COM, INC.**

DocuSigned by:

*Phillip Leslie*

By: Phillip Leslie, its CEO



















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