

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355049

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MaxHire Solutions Inc. | | 06/30/2015 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Bullhorn Global, Inc. | | |
| Street Address: | 33-41 Farnsworth Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02210 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4030307 | MAXHIRE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122367516 | | |
| <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: | 312-368-4000 | | |
| Email: | debbie.leget@dlapiper.com | | |
| Correspondent Name: | Mark I. Feldman | | |
| Address Line 1: | P.O. Box 64807 | | |
| Address Line 4: | Chicago, ILLINOIS 60664-0807 | | |
| ATTORNEY DOCKET NUMBER: | 393600-1 MAXHIRE ASSIGNME | | |
| NAME OF SUBMITTER: | Mark I. Feldman | | |
| SIGNATURE: | /m/ | | |
| DATE SIGNED: | 09/15/2015 | | |
| Total Attachments: 4 | | | |
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CH \$40.00 4030307

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT dated as of June 30, 2015 is between:

MAXHIRE SOLUTIONS INC., a body corporate pursuant to the laws of British Columbia, Canada

(the "Assignor")

AND

BULLHORN GLOBAL, INC., a body corporate pursuant to the laws of Delaware, USA

(the "Assignee")

BACKGROUND

- A. The Assignor and the Assignee are parties to an Asset Purchase Agreement made as of June 30, 2015 (the "**Asset Purchase Agreement**") whereby the Assignor has agreed to sell and the Assignee has agreed to buy the Assets of the Assignor, which Assets include the Intellectual Property, as more particularly described in Schedule "A" attached hereto.
- B. The Assignor has agreed to assign all its rights and benefits under the Intellectual Property to the Assignee and the Assignee has agreed to assume all obligations under the Intellectual Property in accordance with the provisions of this Agreement.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, all terms used in this Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. **Assignment.** In connection with the transfer of the Assets, the Assignor grants, transfers, assigns and sets over unto the Assignee, as and from the Closing Date, all the rights and benefits of the Assignor in, to and under the Intellectual Property, including without limitation the benefit of all of the rights, covenants, representations, warranties and other agreements relating to the Intellectual Property.
3. **Assumption.** The Assignee hereby covenants and agrees with the Assignor that the Assignee will, from and after the Closing Date, assume, perform and observe all the duties, covenants, agreements, representations, warranties and other obligations of the Assignor in respect of the Intellectual Property transferred to the Assignee.
4. **Third Party Consents.** The Assignor hereby declares that with respect to the interest of the Assignor under any of the Intellectual Property intended to be assigned, granted, transferred or set over to the Assignee pursuant to this Agreement, which may not have passed to the Assignee because the Assignor's interest under the Intellectual Property is not assignable without the consent of any person or satisfaction of a condition imposed by applicable law or by any governmental authority or legal right in favour of any person, the Assignor shall hold the same in trust for the Assignee and the same shall automatically be

assigned, granted, transferred and set over to the Assignee upon the required consent being obtained or satisfaction of any other applicable condition. Until such time, the Assignor shall to the extent reasonably necessary, at the request and consent of the Assignee, perform all obligations with respect to the Intellectual Property in the name of the Assignee and all benefits derived therefrom and costs relating thereto shall be for the account of the Assignee.

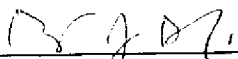
5. **Further Assurances.** Each of the Parties shall at all times hereafter execute and deliver, at the request of the other Party, all such further documents and instruments and shall do and perform all such further acts as may be reasonably required by that other Party to give full effect to the intent and meaning of this Agreement.
6. **Subject to Asset Purchase Agreement.** This Agreement is made in accordance with, is supplemental to and is subject to the provisions of the Asset Purchase Agreement. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail.
7. **No Superseding or Merger.** The provisions contained in this Agreement shall not supersede or merge with any provision contained in the Asset Purchase Agreement, as such may be amended from time to time.
8. **Governing Law.** This Agreement will be governed by and construed in accordance with British Columbia law and applicable Canadian law and will be treated in all respects as a British Columbia contract. The Parties agree to the non-exclusive jurisdiction of the courts of the Province of British Columbia.
9. **Binding Agreement.** This Agreement will bind and benefit each of the Parties including their respective successors and permitted assigns.
10. **Counterparts.** This Agreement may be signed by original or by facsimile and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

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TO EVIDENCE THEIR AGREEMENT each of the Parties has executed this Agreement as of the date first above written.

MAXHIRE SOLUTIONS INC.


By:



Authorized Signatory

BULLHORN GLOBAL, INC.

By:



Authorized Signatory

**SCHEDULE "A"
ASSETS**

1. All customer lists pertaining to the Seller's business
2. The goodwill of the Seller's business, including the exclusive right of the Buyer to (i) represent itself as carrying on the Seller's business in continuation of and in succession to the Seller, and (ii) use any words indicating that the Seller's business is so carried on, including all of the Seller's right, title and interest in and to the names "MaxHire Solutions Inc." and "MaxHire", or any variations thereof, together with the rights, if any, to telephone and facsimile numbers used in connection with the Seller's business
3. All Intellectual Property (as defined in Section 1.1 of the Agreement) of the Seller and the Seller's business, including, but not limited to, the Registered Intellectual Property as set out below in this Schedule
4. Registered Intellectual Property

| Trademark | Database | Status | Owner | Registration Number | Registration Date |
|------------------|-----------------|---------------|-------------------------|----------------------------|--------------------------|
| MAXHIRE | U.S. Federal | Registered | MaxHire Solutions, Inc. | 4030307 | 9/27/2011 |
| MAXHIRE | Canada | Registered | MaxHire Solutions, Inc. | TMA778097 | 9/24/2010 |

Domain Names:

- Maxhire.net
 - Maxhire.com
 - Maxhireconnect.com
 - Maxhirecrm.co.nz
 - Maxhirecrm.co.uk
 - Maxhirecrm.com
 - Maxhirecrm.net
5. All other intangible assets of the Seller