

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373598

<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>
TALENT, INC.		10/09/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DICE CAREER SOLUTIONS, INC.		
<b>Street Address:</b>	1040 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4346076	GET TALENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>	415-268-6538		
<b>Email:</b>	hcheng@mofa.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	30865-2400000		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/JLT/		
<b>DATE SIGNED:</b>	02/17/2016		
<b>Total Attachments: 5</b>			
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**Schedule 1.1**  
**Acquired Assets**

Accounts receivable for amounts invoiced after the Effective Date.

All intellectual property used in the Business including all trade secrets, know-how, copyrights, trade names, trademarks, service marks, and other such intangible assets, and all goodwill associated therewith, including without limitation:

- Domain Names: www.gettalent.com
- Logos: See attached attachment
- Trademarks: getTalent
- Trade Names: getTalent

All software owned by getTalent and the rights under any computer software licenses by or to getTalent, including without limitation:

- The getTalent software platform, including all versions thereof and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data designations and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequences and organization, screen displays and report layouts.

All other assets, rights and properties of any nature used of held for use in the Business, other than those otherwise excluded by this Agreement.

**Assumed Contracts**

For the avoidance of doubt and notwithstanding anything contrary in the Agreement, the term "Acquired Assets" shall not include any work product developed for and/or delivered to getTalent by ESG Consulting Inc. ("**ESG**"), pursuant to that certain Client Agreement, dated January 22, 2010, by and between getTalent and ESG (all such work product, the "**ESG Work Product**"). The ESG Work Product is not utilized in the getTalent software platform as of the Effective Date.

Exhibit 1.4

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement (this "**Agreement**") is made as of October 9, 2013 by and between **TALENT, INC.**, a Delaware corporation (the "**Assignor**"), and **DICE HOLDINGS, INC.**, a Delaware corporation (the "**Assignee**"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of October 9, 2013, by and between the Assignor and the Assignee (the "**Purchase Agreement**").

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to sell, transfer and convey to the Assignee the Acquired Assets and the Assignee has agreed to accept the Acquired Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms of the Purchase Agreement, the Parties hereby agree as follows:

The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, its successors and assigns, to have and to hold forever, all of Assignor's right, title and interest and benefit in and to the Acquired Assets.

The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee all of the Assignor's rights, obligations, interests and liabilities to the Assumed Contracts. The foregoing assignment shall be effective immediately, except where a consent is required from a third party, and where consent is so required, not until receipt of such consent.

In accordance with and subject to the terms and conditions of the Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser hereby accepts, assumes and agrees to pay, perform or otherwise discharge the Assumed Liabilities.

To the extent that any of the Assumed Liabilities and/or Assumed Contracts are not assignable or otherwise transferable by the Assignor to the Assignee, as the case may be, without the consent, approval or waiver of another party thereto or any third party (including any governmental agency), or if such assignment or transfer would constitute a breach thereof or of any other material contract binding upon Assignor, or a violation of any applicable law, then neither the Purchase Agreement nor this Agreement shall constitute an assignment or transfer (or an attempted assignment or transfer) thereof until such consent, approval or waiver of such party or parties has been duly obtained.

This Agreement is intended to evidence the consummation of the transfer and assignment by the Assignor to the Assignee of all of the Assignor's right, title and interest in and to the Acquired Assets. The Assignor and Assignee, by their execution of this Agreement, each hereby acknowledge and agree that neither the representations and warranties in, nor the rights and remedies of any party under, the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. In the event of any inconsistencies or ambiguities between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

The Assignor, at any time and from time to time after the execution and delivery hereof, will, upon the request of the Assignee, do or cause to be done all such further acts and shall execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, any and all such further assignments, transfers and conveyances, powers of attorney and assurances as the Assignee may reasonably require (a) for assigning, transferring, granting, contributing and conveying the Acquired

Assets unto the Assignee; (b) to aid and assist in the reduction to possession by the Assignee of the Acquired Assets, where applicable; (c) to protect the right, title and interest of the Assignee in and to, and its enjoyment of, the Acquired Assets; and (d) as may be appropriate otherwise to carry out the transactions contemplated by this Agreement and by the Purchase Agreement.

The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written instrument executed by the party entitled to the benefits of such terms or provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of law principles thereof. This Agreement (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, (ii) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (iii) may be modified or amended only by written agreement executed by each of the parties hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Bill of Sale, Assignment and Assumption Agreement to be executed and delivered as a document under seal as of the date first above written.

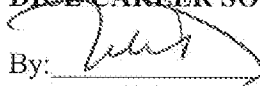
**ASSIGNOR:**

**TALENT INC.**

By: \_\_\_\_\_  
Name: Abraham Shafi  
Title: Chief Executive Officer

**ASSIGNEE:**

**DICE CAREER SOLUTIONS, INC.**

By:  \_\_\_\_\_  
Name: Michael P. Burney  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Bill of Sale, Assignment and Assumption Agreement to be executed and delivered as a document under seal as of the date first above written.

**ASSIGNOR:**

**TALENT INC.**

By:   
Name: Abraham Shafi  
Title: Chief Executive Officer

**ASSIGNEE:**

**DICE CAREER SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_