

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412861

|   |  |                                  |                       |
|---|--|----------------------------------|-----------------------|
| <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>    |
| RGF OHR USA, Inc.   |  | 06/30/2016                       | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                                  |                       |
| <b>Name:</b>  | SH, Inc.   |                                  |                       |
| <b>Street Address:</b>  | 6433 Champion Grandview Way                        |                                  |                       |
| <b>Internal Address:</b>  | Rebecca Haar                                       |                                  |                       |
| <b>City:</b>  | Austin   |                                  |                       |
| <b>State/Country:</b>   | TEXAS  |                                  |                       |
| <b>Postal Code:</b>   | 78750  |                                  |                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                                  |                       |
| <b>PROPERTY NUMBERS Total: 12</b>   |  |                                  |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                 |                       |
| <b>Registration Number:</b>   | 4501225  |                                  |                       |
| <b>Registration Number:</b>   | 4314429  | SIMPLY APPLY                     |                       |
| <b>Registration Number:</b>   | 3262130  | SIMPLY HIRED                     |                       |
| <b>Registration Number:</b>   | 3212618  | SIMPLY HIRED                     |                       |
| <b>Registration Number:</b>   | 3215124  | SIMPLY HIRED                     |                       |
| <b>Registration Number:</b>   | 3229158  | SIMPLY HIRED                     |                       |
| <b>Registration Number:</b>   | 4314428  | SIMPLY POST                      |                       |
| <b>Registration Number:</b>   | 4501226  | SIMPLYHIRED                      |                       |
| <b>Registration Number:</b>   | 3889575  | JOB SEARCH MADE SIMPLE           |                       |
| <b>Registration Number:</b>   | 3739483  | JOB-A-MATIC                      |                       |
| <b>Serial Number:</b>   | 86475743   | SIMPLYHIRED EMPLOYER BRAND INDEX |                       |
| <b>Serial Number:</b>   | 86475745   | SIMPLYHIRED EBI                  |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                                  |                       |
| <b>Fax Number:</b>  | 9495676710   |                                  |                       |
| <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>   | 5039434828   |                                  |                       |
| <b>Email:</b>   | mweddington@orrick.com                             |                                  |                       |

CH \$315.00 4501225

**Correspondent Name:** Orrick, Herrington & Sutcliffe LLP  
**Address Line 1:** 2050 Main St., Suite 1100  
**Address Line 4:** Irvine, CALIFORNIA 92614

**ATTORNEY DOCKET NUMBER:** 33659.3

**NAME OF SUBMITTER:** Kristin S. Cornuelle

**SIGNATURE:** /Kristin S. Cornuelle/

**DATE SIGNED:** 01/19/2017

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is effective as of the 30th day of June, 2016 (it being understood and agreed that the date and time of the execution and delivery of this Agreement, based on Pacific Time in California, USA, occurred on July 1, 2016 based on the corresponding date and time in Tokyo, Japan), (the “**Effective Date**”), by and between RGF OHR USA, Inc., a Delaware Corporation (hereinafter “**Assignor**”) and SH, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in that certain Asset Purchase Agreement (as defined below).

### RECITALS

Recruit Holdings Co., Ltd. (“**Recruit**”) and Simply Hired, Inc. (“Simply Hired”) have entered into the (the “**Asset Purchase Agreement**”) dated April 20, 2016, pursuant to which Simply Hired has agreed to convey, transfer and assign to Recruit all of its interest in the trademarks set forth in Schedule A attached hereto and incorporated herewith, and rights appurtenant thereto, including, but not limited to, common law rights, title and interest, and the goodwill associated therewith (hereinafter collectively referred to as the “**Trademarks**”), and Recruit has agreed to acquire all rights, title and interest in and to the Trademarks worldwide as of the Closing (as defined in the Asset Purchase Agreement); and

Immediately after the Closing, Recruit assigned the Trademarks to the Assignor along with all other Transferred Assets (as defined in the Asset Purchase Agreement) in accordance with that certain Contribution Agreement by and between Assignor and Recruit dated as of the date hereof (the “**Recruit Contribution Agreement**”) in accordance with the terms thereof.

Assignor and Assignee have entered into that certain Contribution Agreement, dated as of the date hereof (the “**Contribution Agreement**”) pursuant to which, among other things, immediately after the transactions described in the Recruit Contribution Agreement, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest to the Transferred Assets (as defined in the Asset Purchase Agreement) which include the Trademarks and Assignee has agreed to acquire all such rights, title and interest in and to the Trademarks worldwide, as described in the Contribution Agreement.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iii) all income, royalties, damages and payments in respect of the Trademarks, and (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks.

2. Assistance; Assurances. Following the date hereof, upon Assignee’s reasonable request, Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the assignment of the Trademarks to Assignee, including, without limitation, the execution of any other assignments or documents that may be necessary to evidence Assignee’s ownership of the Trademarks in the US Patent and Trademark Office and the trademark offices of any foreign country or jurisdiction. Assignor hereby appoints Assignee’s in-house trademark counsel as Assignor’s attorney-in-fact to execute all documents on behalf of Assignor for this limited purpose.

3. Prohibited Use. Following the assignment of the Trademarks on the date hereof, Assignor shall not use the Trademarks, or any variation thereon, with any product or service in any country or jurisdiction worldwide.

4. Miscellaneous. This Assignment shall be governed by the governing law provision of the Contribution Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Contribution Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Contribution Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

**ASSIGNOR**

RGF OHR USA, INC.

By: Takashi Nishimura  
(Signature)

Name: Takashi Nishimura

Title: President

Address:

\_\_\_\_\_  
\_\_\_\_\_

**ASSIGNEE**

SH, INC.

By: Takashi Nishimura  
(Signature)

Name: Takashi Nishimura

Title: President

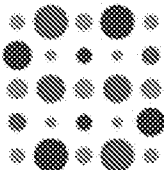


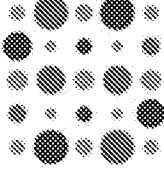


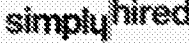
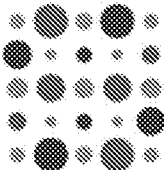
Address:


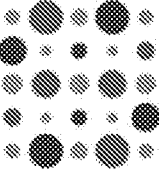
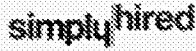
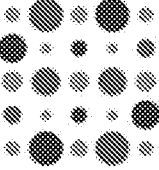


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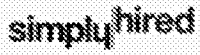

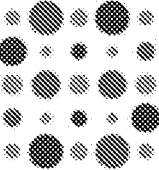

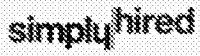
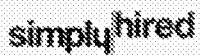
SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**TRADEMARK**  
**REEL: 005969 FRAME: 0202**

**SCHEDULE A**

| <b>Mark</b>   | <b>Country</b>                                | <b>Reg/App #</b>                | <b>Status</b>                              |
|---|---|---------------------------------|--|
| Misc. Design (Dots)<br>                | Australia (WIPO extension)                    | Reg. 1174348 /1581105           | Registered                                 |
| <b>SIMPLY HIRED</b>   | Australia                                     | 1087782                         | Registered                                 |
| <b>SIMPLY FIRED &amp; DESIGN</b><br>   | Australia                                     | 1087781                         | Registered (To be abandoned)               |
|                                        | Brazil  | Reg. 830351990                  | Registered                                 |
| Misc. Design (Dots)<br>                | Canada  | TMA903757                       | Registered                                 |
| <b>SIMPLY APPLY</b>   | Canada  | TMA877050                       | Registered                                 |
| <b>SIMPLY FIRED</b>   | Canada  | TMA697060                       | Registered 2007-09-21<br>(To Be Abandoned) |
| <b>SIMPLY HIRED</b>   | Canada  | TMA698009                       | Registered<br>09-Oct-2007                  |
| <b>SIMPLY HIRED &amp; DESIGN</b><br> | Canada  | TMA763059                       | Registered<br>31-Mar-2010                  |
| <b>SIMPLY POST</b>  | Canada  | App: 1589897, Reg:<br>TMA900155 | Registered<br>01-Apr-2015                  |
| <b>SIMPLYHIRED</b>  | Canada  | TMA903756                       | Registered<br>15-May-2015                  |
| <b>SIMPLY FIRED &amp; DESIGN</b><br> | China (People's Republic)<br>(WIPO Extension) | 897776                          | Registered<br>(To be abandoned)            |
| <b>SIMPLY HIRED &amp; DESIGN</b><br> | China (People's Republic)<br>(WIPO Extension) | 897829                          | Registered<br>28-Mar-2006                  |
| Misc. Design (Dots)<br>              | European Community                            | 12028924                        | Registered<br>11-Apr-2014                  |

| Mark   | Country                                      | Reg/App # | Status                                   |
|--|--|-----------|--|
| SIMPLY FIRED   | European Community<br>(WIPO Extension)       | 897139    | Registered 31-Mar-2006 (To Be Abandoned) |
| SIMPLY HIRED & DESIGN<br>   | European Community<br>(WIPO Extension)       | 897829    | Registered<br>28-Mar-2016                |
| SIMPLY POST  | European Community                           | 11117331  | Registered<br>14-Mar-2013                |
| SimplyHired  | European Community                           | 12029039  | Registered<br>26-Dec-2013                |
| Misc. Design (Dots)<br>     | India  | 2664197   | OAR Filed                                |
| SIMPLY HIRED   | India  | 1426659   | Registered                               |
| SIMPLY HIRED & DESIGN<br> | India  | 1766097   | Accepted                                 |
| SIMPLYHIRED  | India  | 2664196   | Published.                               |
| JOB SEARCH MADE SIMPLE   | Int'l Registration - Madrid<br>Protocol Only | 1055999   | Registered (To Be Abandoned)             |
| Misc. Design (Dots)<br>   | Int'l Registration - Madrid<br>Protocol Only | 1174348   | Registered 22-Aug-2013                   |
| SIMPLY FIRED   | Int'l Registration - Madrid<br>Protocol Only | 897139    | Registered 31-Mar-2006 (To Be Abandoned) |
| SIMPLY FIRED & DESIGN<br> | Int'l Registration - Madrid<br>Protocol Only | 897776    | Registered<br>(To be abandoned)          |
| SIMPLY HIRED & DESIGN<br> | Int'l Registration - Madrid<br>Protocol Only | 897829    | Registered                               |
| SIMPLY HIRED & DESIGN  | Japan<br>(WIPO Extension)                    | 897829    | Registered                               |

| Mark   | Country       | Reg/App #                 | Status                                      |
|--|---------------|---------------------------|---|
|                         |               |                           |   |
| SIMPLY FIRED   | Japan         | 5026674                   | Registered<br>(To be abandoned)             |
| SIMPLYHIRED  | South Africa  | 2015/12599<br>18 May 2015 | Pending                                     |
| SIMPLYHIRED  | South Africa  | 2015/12600<br>18 May 2015 | Pending                                     |
|                         | Taiwan        | 1240558                   | Registered<br>01-Dec-2006                   |
| SIMPLY FIRED & DESIGN  | Taiwan        | 1240557                   | Registered 01-Dec-2006 (to<br>be abandoned) |
| Misc. Design (Dots)<br> | United States | 4501225                   | Registered 25-Mar-2014                      |
| SIMPLY APPLY   | United States | 4314429                   | Registered 2-Apr-2013                       |
| SIMPLY HIRED   | United States | 3262130                   | Registered 10-Jul-2007                      |
|                        | United States | 3212618                   | Registered 27-Feb-2007                      |
|                       | United States | 3215124                   | Registered 06-Mar-2007                      |
|                       | United States | 3229158                   | Registered 17-Apr- -2007                    |
| SIMPLY POST  | United States | 4314428                   | Registered 02-Apr-2013                      |
| SIMPLYHIRED  | United States | 4501226                   | Registered 25-Mar-2014                      |
| JOB SEARCH MADE SIMPLE   | United States | 3889575                   | Registered 14-Dec-2010<br>(To be Abandoned) |
| JOB-A-MATIC  | United States | 3739483                   | Registered 19-Jan-2010<br>(To be Abandoned) |
| SimplyHired Employer Brand Index   | United States | 86/475743                 | NOA issued 29-Dec-2015 (To<br>be Abandoned) |
| SimplyHired EBI  | United States | 86/475745                 | NOA issued 29-Dec-2015 (To<br>be Abandoned) |

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RECORDED: 01/19/2017

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