

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snap! Mobile, Inc.		02/12/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Headhunter Systems Limited		
Street Address:	875 Manhattan Beach Blvd.		
City:	Manhattan Beach		
State/Country:	CALIFORNIA		
Postal Code:	90266		
Entity Type:	Private Limited Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4949283	AMPLO	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Montrell McCaskill		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Road, N.E.		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	34610-134785		
NAME OF SUBMITTER:	Montrell Mccaskill		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	03/19/2020		
Total Attachments: 9			
source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page1.tif			
source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page2.tif			

CH \$40.00 4949283

source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page3.tif
source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page4.tif
source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page5.tif
source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page6.tif
source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page7.tif
source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page8.tif
source=13235619 (1) (34610_134785) (Graduway_Snap Advance - Intellectual Property Assignment Agreement Executed)#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”) is made end entered into this 12th day of February, 2020, by and between Snap! Mobile, Inc., a Delaware corporation (“*Assignor*”), in favor of Headhunter Systems Limited, an entity organized and governed under the laws of England and Wales (“*Assignee*”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor, Assignee, and Graduway, Inc., a Delaware corporation (the “*Asset Purchase Agreement*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, and Assignee has agreed to purchase, the Purchased Assets, including, but not limited to, (i) the trademark and trade names on **Schedule A** attached hereto (the “*Trademarks*”), (ii) the copyrights on **Schedule B** attached hereto (the “*Copyrights*”), (iii) the patents on **Schedule C** attached hereto (the “*Patents*”), and (iv) the domain names on **Schedule D** attached hereto (the “*Domain Names*”, and together with the Trademarks, the Copyrights and the Patents, collectively, the “*Intellectual Property Assets*”); and

WHEREAS, Assignor and Assignee desire the assignment of said rights in the Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in the Copyrights be made of record in the United States Copyright Office (where applicable), and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright offices (where applicable) and any other governmental or administrative offices, as the case may be.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to all of Assignor’s Trademarks, Copyrights, Patents, Domain Names and other Seller Owned IP, including the following assignments:

(a) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and applications therefor, including all rights of action (including rights to damages and profits, due or accrued), arising prior to, on or after the date of this Agreement, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor, including (i) any patents that may be granted pursuant to any applications listed on **Schedule C**,

as well as all patents that may derive priority from or have equivalent claims to or be based on the Patents in any country in the world, and (ii) all rights of action (including rights to damages and profits, due or accrued), arising prior to, on or after the date of this Agreement, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) Assignor hereby (i) assigns, transfers and delivers to Assignee, all right, title and interest in and to the Copyrights, including state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the registrations and applications therefor, including all rights of action (including rights to damages and profits, due or accrued), arising prior to, on or after the date of this Agreement, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances, and (ii) waives all moral rights held or to be held in any Copyrights subsisting in the Business by virtue of any applicable law.

(d) Assignor hereby assigns to Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Intellectual Property Assets, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Delivery of Tangible Items. Assignor shall arrange for prompt delivery to Assignee of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in possession or control of Assignor.

4. Maintenance. Assignor agrees that it has taken, and shall instruct its attorney and agents who maintain and prosecute the Intellectual Property Assets to take, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force in the interim until Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

5. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns, including, for the avoidance of doubt, any successor-in-interest to Assignor in accordance with any Change of Control of Assignor. Neither this Agreement nor any rights, benefits or obligations set forth herein may be assigned by either party hereto. Anything in this Agreement to the contrary notwithstanding, Assignee shall have the right (without the prior written consent of Assignor), at any time, and in its sole discretion, to assign (i) for security interest purposes any or all of its rights under this Agreement to any lender providing financing to Assignee, any of its permitted assigns, or any Affiliates of Assignee or Assignee's permitted assigns, (ii) to one or more of its Affiliates, and (iii) in whole or in part, to any indirect or direct subsequent buyer of Assignee or any material portion of its assets (whether such sale is structured as a sale of equity, a sale of assets, a merger or otherwise).

(c) This Agreement may be executed in one or more counterparts, any one of which may be by facsimile, electronic signature or digital imaging device (i.e., pdf format), all of which taken together shall constitute one and the same instrument.

(d) Nothing in this Agreement is intended to or shall operate to create a partnership or joint ventures between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

(e) This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

(f) Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to any applicable law by any person who is not a party to it.

(g) This Agreement may not be amended, altered or modified except by a written instrument executed by Assignor and Assignee. No course of dealing between or among and Persons having any interest in this Agreement, or action taken by any such Person (including in any investigation by or on behalf of either party hereto), will be deemed effective to modify, amend or discharge any part of this Agreement or any obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(h) Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNOR:

SNAP! MOBILE, INC.

By: 

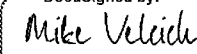
Name: Peter Wiederspan

Title: Chief Financial Officer

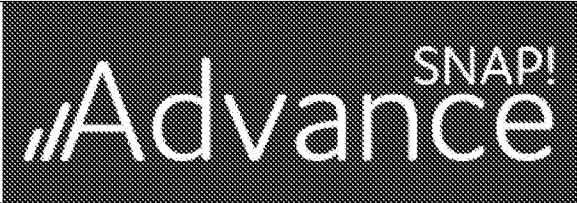
IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNEE:

HEADHUNTER SYSTEMS LIMITED

DocuSigned by:

By: _____
Name: Mike Velcich
Title: Director

**SCHEDULE A
TRADEMARKS**

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
AMPLO	86/567,273 4,949,283 United States	March 17, 2015 May 3, 2016	Snap! Mobile LLC with unreleased security interest held by Comerica Bank	Registered
SNAP! ADVANCE	N/A N/A United States	N/A N/A	Snap! Mobile, Inc.	Common Law
AMPLO ADVANCE	N/A N/A United States	N/A N/A	Snap! Mobile, Inc.	Common Law
	N/A N/A United States	N/A N/A	Snap! Mobile, Inc.	Common Law

**SCHEDULE B
COPYRIGHTS**

None.

**SCHEDULE C
PATENTS**

None.

**SCHEDULE D
DOMAIN NAMES**

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
Givingtues.org	Snap Raise	FastDomain Inc.	06-20-2020
Amploadvance.com	Edward Behringer	FastDomain Inc.	07-14-2020