

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4230819

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIMPLY HIRED, INC.	07/01/2016
RECEIVING PARTY DATA	
Name:	RECRUIT HOLDINGS CO., LTD.
Street Address:	1-9-2, MARUNOUCHI, CHIYODA-KU
Internal Address:	ATTN: AYANO HAMANA, GLOBAL LEGAL DEPARTMENT
City:	TOKYO
State/Country:	JAPAN
Postal Code:	100-6640
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8099415
Patent Number:	8086625
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
<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:	9498527792
Email:	ipprosecution@orrick.com
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP/VHS
Address Line 1:	2050 MAIN STREET, SUITE 1100
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	33659.3
NAME OF SUBMITTER:	VICTOR SANTOS
SIGNATURE:	/Victor Santos/
DATE SIGNED:	01/18/2017
Total Attachments: 8	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (“**Assignment**”), is effective as of June 30, 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) by and between Simply Hired, Inc., a Delaware Corporation (“**Assignor**”), in favor of Recruit Holdings Co., Ltd., a Japanese corporation (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 20, 2016 (the “**Asset Purchase Agreement**”) pursuant to which Assignor has sold, and Assignee has purchased (a) the patents (to include design patents), utility models, and patent applications set forth on Schedule A attached hereto (the “**Transferred Patents**”), (b) patents (to include design patents), utility models, or patent applications (i) to which any of the Transferred Patents claims priority, (ii) for which any of the Transferred Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Transferred Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Transferred Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) foreign and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); (f) any provisional patent application, patent application, and/or patent that is (i) owned by Assignor, (ii) assigned to Assignor, and/or (iii) subject to an obligation of assignment to Assignor, in each case of the foregoing clauses (i) through (iii), as of the date hereof, not otherwise included in any of the foregoing categories (a) through (e); and (g) any items in any of the foregoing categories (b) through (f), whether or not expressly listed as Transferred Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like and all other rights appurtenant (including, but not limited to, title and interest and the right to recover for past and future infringement in the United States of America and all other countries and jurisdictions of the world) in and to said patents (hereinafter referred to as the “**Patents**”).

B. Assignee desires to acquire all rights, title and interest in and to the Patents worldwide.

C. Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Patents worldwide.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers and assigns to Assignee, and Assignee hereby accepts the assignment of, all rights, title and interest as Assignor may possess in, to and under the Patents worldwide, together with (i) all registrations and applications for the Patents, (ii) all income, royalties, damages and payments in respect of the Patents, (iii) the right, if any, to register, prosecute, maintain and defend the Patents before any public or private agency or registrar, and (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Patents (whether arising prior to or subsequent to the date of this Assignment), and the right to fully and entirely stand in the place of Assignor in all matters related thereto. Assignee agrees that it shall be solely responsible for the payment of any and all maintenance fees, annuities, taxes, and the like from and after the date hereof.

2. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

3. Assignor shall execute and deliver such documents and instruments, provide such information, cooperation, assistance and otherwise take such steps as Assignee or its legal representatives may reasonably require, at Assignor's cost and expense, to evidence the transfer or assignment to Assignee of the Patents. Assignor hereby appoints Assignee as Assignor's attorney-in-fact to execute all documents on behalf of Assignor and its employees (as applicable) for this limited purpose.

4. Whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with Assignee's rights in said Patents, or any division, continuation or continuation-in-part thereof, to be obtained therein, is lawful and desirable, Assignor will sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patents, but at the cost and expense of the Assignee.

5. This Assignment shall be governed by the governing law provision of the Asset Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase 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 Asset Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Asset Purchase 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.

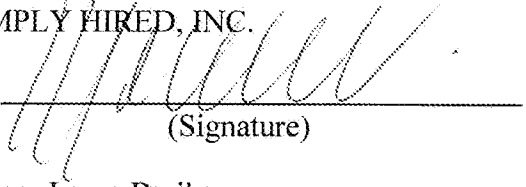
[Signature page follows]

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

ASSIGNOR

SIMPLY HIRED, INC.

By: _____



(Signature)

Name: James Beriker

Title: President and Chief Executive Officer

Address:

525 ALMANOR AVE, SUITE 100
SUNNYVALE, CA 94085

SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 041008 FRAME: 0040

STATE OF California)
COUNTY OF Santa Clara) ss.

On June 28, 2016, before me, the undersigned notary public in and for said County and State, personally appeared _____

_____ personally known to me [or]
_____ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the foregoing instrument on behalf of Simply Hired, Inc., a corporation duly incorporated under the laws of Delaware, as _____ (title) of such limited liability company, and acknowledged to me that the execution and delivery of said instrument was duly authorized by said limited liability company.

WITNESS my hand and official seal.



Notary Public

My commission expires on: 12/19/2016

* Note that the original executed and notarized Patent Assignment must be delivered by Assignor to Assignee at Closing.

California General All-Purpose ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Santa Clara

On June 28, 2016 before me, **Sheila Meinecke**, Notary Public,

Personally appeared James Berker

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

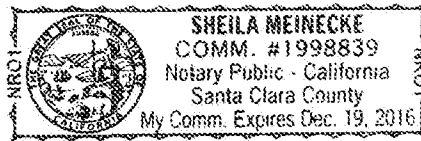
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (NOTARY SEAL)
Sheila Meinecke

My Commission expires December 19, 2016

Commission #1998839



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO

THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type Patent Assignment Agreement
Number of Pages 4 pgs + 1 pg. Schedule A.
Date of Document 6/30/16
Signer(s) Other Than Named Above Recruit Holdings Co. LTD.

PATENT

REEL: 041008 FRAME: 0042

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

ASSIGNOR

SIMPLY HIRED, INC.

By: _____
(Signature)

Name: _____

Title: _____

Address:

ASSIGNEE

RECRUIT HOLDINGS CO., LTD.

By: 尾形宏明
(Signature)

Name: _____

Title: _____

Address:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

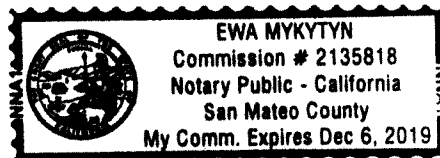
County of San Mateo _____)

On June 09, 2016 before me, Ewa Mykytyn, notary public
(insert name and title of the officer)

personally appeared Hiroaki Ogata,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ewa Mykytyn (Seal)

* Note that the original executed and notarized Patent Assignment must be delivered by Assignor to Assignee at Closing.

SIGNATURE PAGE NOTARIZATION TO PATENT ASSIGNMENT

PATENT
REEL: 041008 FRAME: 0044

SCHEDULE A

Transferred Patents

Patent No: US 8,099,415 B2

Patent No: US 8,086,625 B2

PATENT ASSIGNMENT
SCHEDULE A