

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4346628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIGITAL DISCOVERIES, INC.	03/29/2017
RECEIVING PARTY DATA	
Name:	TALENTSPHERE, LLC
Street Address:	142 OONOOGA WAY
City:	LOUDON
State/Country:	TENNESSEE
Postal Code:	37774
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7191176
Patent Number:	7519594
Patent Number:	8533212
Application Number:	14021104
Application Number:	14987543
CORRESPONDENCE DATA	
Fax Number:	(615)744-5771
<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:	6157265771
Email:	eramage@bakerdonelson.com
Correspondent Name:	W. EDWARD RAMAGE
Address Line 1:	211 COMMERCE STREET
Address Line 2:	SUITE 800
Address Line 4:	NASHVILLE, TENNESSEE 37201
ATTORNEY DOCKET NUMBER:	TALENTSPHERE-0001
NAME OF SUBMITTER:	W. EDWARD RAMAGE
SIGNATURE:	/W. Edward Ramage/
DATE SIGNED:	03/31/2017
Total Attachments: 6	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 29, 2017, is made by **DIGITAL DISCOVERIES, INC.**, a Delaware corporation (the "**Assignor**"), in favor of **TALENTSPHERE, LLC**, a Delaware limited liability company (the "**Assignee**").

WHEREAS, Assignor desires to convey, transfer, and assignee to Assignee certain intellectual property of Assignor, and to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, or other recording location, as appropriate.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof;

(c) the patents and patent applications set forth on Schedule 3 hereto and all issuances, provisionals, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Commissioner for Patents in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignor's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns,

and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR

DIGITAL DISCOVERIES, INC.

By: 

Name: Danny A. McCall
Title: President

AGREED TO AND ACCEPTED:

ASSIGNEE

TALENTSPHERE, LLC

By: 

Name: Danny A. McCall
Title: Manager

[IP Assignment Agreement]

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial #	Application Date	Reg. #	Reg. Date	Jurisdiction	Current Owner
Personal Discovery Center	75/379,529	October 27, 1997	2312914	February 1, 2000	US	Digital Discoveries, Inc.
E-Role	77/313,770	October 25, 2007	2439507	March 27, 2001	US	Digital Discoveries, Inc.
E-Res	77/313,771	October 25, 2007	2439506	March 27, 2001	US	Digital Discoveries, Inc.
SeeMe (Inactive)	75/773,688	August 12, 1999	2347387	May 2, 2000	US	Digital Discoveries, Inc.
Reciprocal Publishing (Inactive)	75/660,294	March 15, 1999	2429239	February 20, 2001	US	Digital Discoveries, Inc.
DiscoveryRole (Inactive)	75/660,295	March 15, 1999	2380850	August 29, 2000	US	Digital Discoveries, Inc.
Choice Engine	75/660,291	March 15, 1999	2338174	April 4, 2000	US	Digital Discoveries, Inc.
LiveList (Inactive)	75/660,293	March 15, 1999	2426185	February 6, 2001	US	Digital Discoveries, Inc.
DiscoveryPortfolio (Inactive)	75/660,296	March 15, 1999	2338176	April 4, 2000	US	Digital Discoveries, Inc.

Personal Discovery Dimension (Inactive)	75/660,292	March 15, 1999	2338175	April 4, 2000	US	Digital Discoveries, Inc.
Work Discovery Dimension (Inactive)	75/660,297	March 15, 1999	2338177	April 4, 2000	US	Digital Discoveries, Inc.
PerfectAgent	75/773,689	August 12, 1999	2439505	March 27, 2001	US	Digital Discoveries, Inc.

Schedule 2

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR REGISTRATIONS AND EXCLUSIVE COPYRIGHT LICENSES

Title	Registration No.	Registration Date	Jurisdiction	Current Owner
NONE				

Schedule 3

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Application No.	Application Date	Patent No.	Grant Date	Jurisdiction	Current Owner
Reciprocal Data File Publishing and Matching Systems	09918851	July 31, 2001	7191176	March 13, 2007	US	Digital Discoveries, Inc.
Reciprocal Data File Publishing and Matching Systems	11682410	Mar. 6, 2007	7519594	April 14, 2009	US	Digital Discoveries, Inc.
Reciprocal Data File Publishing and Matching Systems	11682456	Mar. 6, 2007	8533212	Sept. 10, 2013	US	Digital Discoveries, Inc.
Reciprocal Data File Publishing and Matching Systems	14021104	Sept. 9, 2013	--	--	US	Digital Discoveries, Inc.
Reciprocal Data File Publishing and Matching Systems	14987543	Jan. 4, 2016	--	--	US	Digital Discoveries, Inc.