

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5098419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TALENTSPHERE, LLC	08/29/2017
RECEIVING PARTY DATA	
Name:	RELAPHI, LLC
Street Address:	415 CHEROKEE BLVD
City:	KNOXVILLE
State/Country:	TENNESSEE
Postal Code:	37919-6615
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	11772026
Application Number:	09918851
Application Number:	11682410
Application Number:	11682456
Application Number:	14021104
Application Number:	14987543
Application Number:	12269840
Application Number:	13211584
Application Number:	14507674
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	achaloner@bakerdonelson.com
Correspondent Name:	AARON CHALONER
Address Line 1:	211 COMMERCE STREET
Address Line 2:	BAKER DONELSON CENTER, SUITE 800
Address Line 4:	NASHVILLE, TENNESSEE 37201
ATTORNEY DOCKET NUMBER:	2942457-01
NAME OF SUBMITTER:	AARON CHALONER

SIGNATURE:	/Aaron Chaloner/
DATE SIGNED:	08/17/2018
Total Attachments: 8 source=10 - IP Assignment Agreement#page1.tif source=10 - IP Assignment Agreement#page2.tif source=10 - IP Assignment Agreement#page3.tif source=10 - IP Assignment Agreement#page4.tif source=10 - IP Assignment Agreement#page5.tif source=10 - IP Assignment Agreement#page6.tif source=10 - IP Assignment Agreement#page7.tif source=10 - IP Assignment Agreement#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of August 29, 2017, is made by **TALENTSPHERE, LLC**, a Delaware limited liability company (the “**Seller**”), in favor of **RELAPHI, LLC**, a Tennessee limited liability company (the “**Purchaser**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of February 8, 2017 (the “**Asset Purchase Agreement**”), by and among Purchaser and Seller.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’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 Seller 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. Seller 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 Purchaser. Following the date hereof, upon Purchaser’s reasonable request and at Purchaser’s sole cost and expense, Seller shall take such steps

and actions, and provide such cooperation and assistance to Purchaser 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 Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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.

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

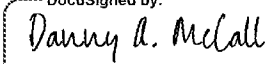
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws 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).

[Signature Page Follows]

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

SELLER

TALENTSPHERE, LLC

DocuSigned by:

By: 771959879E9A4B0...
Name: Danny A. McCall
Title: Manager

AGREED TO AND ACCEPTED:

PURCHASER

RELAPHI, LLC

DocuSigned by:

By: BBA0284229E0497...
Name: Timothy Young
Title: Chief Executive Officer

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial #	Application Date	Reg. #	Reg. Date	Jurisdiction	Current Owner
Yields	77/153,649	April 11, 2007	3583909	March 3, 2009	US	Talentsphere, LLC
Work Role Yields Management	77/153,656	April 11, 2007	3583910	March 3, 2009	US	Talentsphere, LLC
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.
Digital Discoveries (Inactive)	75/379,414	October 27, 1997	2308301	January 18, 2000	US	Digital Directory, L.L.C.
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.
ShakeTool	77/755,431	June 9, 2009	3843737	September 7, 2010	US	Great Agreements LLC

Schedule 2

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR REGISTRATION AND EXCLUSIVE COPYRIGHT LICENSES

Title	Registration No.	Registration Date	Jurisdiction	Current Owner
Talent Steward Primer	TX00005716398	July 10, 2002	US	Danny McCall
Hiring Wisdom	TX00005546796	May 9, 2002	US	Danny McCall
Career Fulcrum	TX00005546564	May 9, 2002	US	Danny McCall

Schedule 3

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Application No.	Application Date	Patent No.	Grant Date	Jurisdiction	Current Owner
Work Role Yields Management System (WRYM)	11772026	June 29, 2007	7822634	Oct. 26, 2010	US	Danny McCall
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.

Relationship Performance System and Method	12269840	Nov. 12, 2008	--	--	US	Danny McCall
Relationship Quality Evaluation and Reporting	13211584	Aug. 17, 2011	8856214	Oct. 7, 2014	US	Danny McCall
Relationship Quality Evaluation and Reporting	14507674	Oct. 6, 2014	--	--	US	Danny McCall