

03-22-2000



SHEET

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MPO 5.16.00
TO: The Commissioner of Patents and Trademarks

Transmit the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name RECRUSOFT.COM (CANADA) INC.

12131999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Quebec, Canada

Receiving Party

Mark if additional names of receiving parties attached

Name RECRUITSOFT.COM INC.

DBA/AKA/TA

Composed of

Address (line 1) 595 Market Street

Address (line 2) Suite 2500

Address (line 3) San Francisco CA 94105
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Organization Delaware

03/17/2000 DCDATES 00000169 75724561

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimates to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK
REEL: 002037 FRAME: 0317

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/724581"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark Iskowitz
Name of Person Signing


Signature

2-16-00
Date Signed

ASSIGNMENT

WHEREAS, RECRUSOFT.COM (CANADA) INC. (formerly known as RECRUSOFT INC.), a corporation organized under the laws of the Province of Quebec, with offices at 390, St-Vallier east, suite 401, Quebec city, Quebec, Canada G1K 3P6 (hereinafter "Assignor") has adopted and used in connection with its business pending U.S. Trademark Application for **RECRUITSOFT**, Serial No. 75/724,581; and

WHEREAS, RECRUITSOFT.COM INC., a corporation organized under the laws of the State of Delaware, located and doing business at 595, Market Street, suite 2500, San Francisco, California, U.S.A., 94105 (hereinafter "Assignee"), desires to acquire the entire right, title, and interest in and to the aforesaid pending U.S. Trademark for **RECRUITSOFT** all with the business associated therewith, including all good will associated with the business symbolized by these mark.

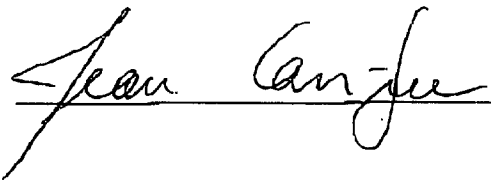
NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers and sets over to Assignee, the entire right, title, interest in and to pending U.S. Trademark Applications for **RECRUITSOFT**, Serial No. 75/724,581, including, without limitation all renewals thereof all with the business associated with said trademark, and the good will of the business connected with the aforesaid trademark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world for these mark and affiliated registrations assigned herein.

Assignor further warrants that upon request of Assignee that it shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment, as well as provide such other material, information or assistance as Assignee may consider necessary to carry out the intent of this Assignment.

This Assignment shall be binding upon the parties, their successor and/or assigns, and all other acting by, through, with or under their direction, and all those in privity therewith.

RECRUSOFT.COM (CANADA) INC. formerly known as
RECRUSOFT INC.

By: 

Title: CEO

Date: 12/13/99