

MRD 4/2/01

04-17-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101675613

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record 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 Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization

04/17/2001 LNUPELLER 00000020 2425720

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FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002272 FRAME: 0387

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)		
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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.)

Deposit Account Number:

#

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.

GOULSTON & STORRS, P.C.

By: Cynthia Quinn

3/30/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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Trademark Application Number(s)

Registration Number(s)

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Date: March 27, 2001

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

Webhire, Inc. (the "**Assignor**"), a Delaware corporation with its principal executive offices at 91 Hartwell Avenue, Lexington, Massachusetts 02421,

to

Citizens Bank of Massachusetts. (hereinafter, the "**Bank**"), a bank with offices at 28 State Street, Boston, Massachusetts 02109.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Assignor and the Bank, the Assignor hereby collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until this Collateral Assignment is terminated by a duly authorized officer of the Bank, the Assignor shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Assignor:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Assignor to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Assignor's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Assignor to the Bank as provided in the Loan Agreement.

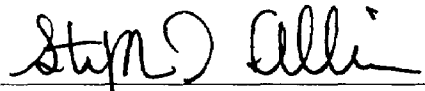
3. (a) Upon the occurrence of any Event of Default which is then continuing, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.


(b) The Assignor hereby irrevocably constitutes and designates the Bank as and for the Assignor's attorney in fact, upon and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all and singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Collateral Assignment is terminated by a duly authorized officer of the Bank.

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

WEBHIRE, INC.

CITIZENS BANK OF
MASSACHUSETTS
(the "Bank")

By: 
Stephen D. Allison
Chief Financial Officer

By: 
RALPH L. LETNER VICE President

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

March 27, 2001

Chief
Financial
Officer

Then personally appeared before me Stephen D. Allison who acknowledged that he is the ~~President~~ of Webhire, Inc. and that he executed the foregoing instrument on behalf of its Board of Directors as his free act and deed.



Notary Public

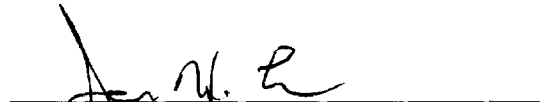
My Commission Expires: Nov. 12, 2005

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk ss.

March 27, 2001

Then personally appeared before me Ralph Letner who acknowledged that he/~~she~~ is the Vice President of Citizens Bank of Massachusetts and that he/she executed the foregoing instrument on behalf of its Board of Directors as his/her free act and deed.



Notary Public
My Commission Expires: 11-16-2001

EXHIBIT A

TRADEMARKS

Webhire Reg. No. 2,425,720