



101725439

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

HireAbility.com, LLC

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State
- Other Limited Liability Company

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: May 2, 2001

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address: \_\_\_\_\_

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?  yes  no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

- 1. 76-192,335 (1/10/01)
- 2. 76-192,336 (1/10/01)
- 3. 76-133,697 (9/22/00)
- 4. 76-163,381 (11/10/00)
- 5. 76-133,696 (9/22/00)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

- 1. 2,425,786 (1/30/01)

ASSIGNMENT DIVISION  
2001 MAY 15 PM 2:40  
RECEIVED

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved ..... 6

7. Total fee (37 CFR 3.41)..... \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Judy Radoccia

Name of Person Signing

Signature

May 11, 2001

Date

Total number of pages including cover sheet, attachments, and document 6

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

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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, HireAbility.com, LLC, a New Hampshire limited liability company, with a principal place of business at 1000 Elm Street, Manchester, NH 03101 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, MA 02110 (the "Bank") are parties to a Security Agreement (All Assets) dated as of November 3, 1999, as amended (as so amended, the "Security Agreement") originally made by and among KENDA Systems, Incorporated ("KENDA"), KENDA Systems (Atlanta), Inc. ("Atlanta") and a corporate predecessor of the Bank ("Old FNB"), the Bank having succeeded to the rights of Old FNB under said Security Agreement and the Company having joined therein as an additional "Debtor" thereunder; and

WHEREAS, the Company and the Bank are also parties to a Loan Agreement dated as of November 3, 1999, as amended (as so amended, the "Loan Agreement") originally made by and among KENDA, Atlanta and Old FNB, the Bank having succeeded to the rights of Old FNB under said Loan Agreement and the Company having joined therein as an additional "Borrower" thereunder; and

WHEREAS, the Company is the owner and user of the trademarks and servicemarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

BOS\_311507.1/JHARRIS

**TRADEMARK**  
**REEL: 002299 FRAME: 0772**

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

HIREABILITY.COM, LLC

FLEET NATIONAL BANK

By: [Signature]  
Stephen K Kenda  
Manager

By: [Signature]  
Its Senior Vice President

STATE OF NEW HAMPSHIRE )  
 ) ss.  
COUNTY OF Rochester )

Then personally appeared before me the above-named Stephen K Kenda, the Manager of HireAbility.com, LLC, and stated that he executed the foregoing instrument under the authority of said limited liability company's operating agreement and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

WITNESS my hand and seal this 7 day of May, 2001.

[Signature]  
Notary Public  
My commission expires:

MAUREEN C. KENDA, Notary Public  
My Commission Expires September 29, 2003

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
HIREABILITY.COM	2,425,786/January 30, 2001	Part time and full time career and job placement

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
Stylized Figure	76-192,335/Jan. 10, 2001	Part time and full time career and job placement services, including global computer network and internet based information technology staffing and employment services
Stylized Figure	76-192,336/Jan. 10, 2001	Software for searching, matching, tracking and contract management in the field of recruiting, hiring, and staffing
THE SEARCH IS OVER	76-133,697/Sept. 22, 2000	Global computer network, including internet based information technology staffing and employment services
SARAH	76-163,381/Nov. 10, 2000	Software for searching, matching, tracking and contract management in the field of recruiting, hiring, and staffing; global computer network, including internet based services related to searching, matching, tracking and contract management in the field of recruiting, hiring, and staffing

BOS\_311507.1/JHARRIS

**TRADEMARK  
REEL: 002299 FRAME: 0774**

Global computer network,  
including internet based hiring  
and payroll services relating to  
interfacing employers and  
independent contractors