

06-12-2001



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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

Merger
Effective Date
Month Day Year
05 17 01

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name PARAGON, INC. Execution Date
Month Day Year
05 17 01

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Nebraska

Receiving Party

Mark if additional names of receiving parties attached

Name KENEXA CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 170 South Warner Road

Address (line 2) _____

Address (line 3) Wayne PA U.S.A. 19087
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 Incorporation/Organization Pennsylvania

FOR OFFICE USE ONLY

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 estimate 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. 20231

TRADEMARK
REEL: 002312 FRAME: 0284

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

215-981-4194

Name

Paul J. Kennedy, Esquire

Address (line 1)

Pepper Hamilton LLP

Address (line 2)

3000 Two Logan Square

Address (line 3)

18th and Arch Streets

Address (line 4)

Philadelphia, PA 19103-2799

Pages

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

4

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)

76012412

2319121

2268978

2267182

2268977

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

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:

16-1322

Authorization to charge additional fees:

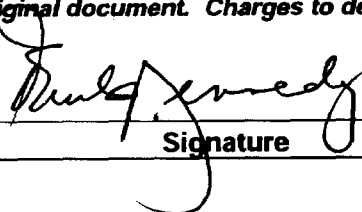
Yes

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.

Paul J. Kennedy



6/5/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AND ASSUMPTION AGREEMENT
OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 17th day of May, 2001, between Paragon, Inc. ("Assignor"), a Nebraska corporation, with principal offices at 1320 P Street, Suite 302, Lincoln, Nebraska 68508 and Kenexa Corporation, a Pennsylvania corporation, with principal offices at 170 South Warner Road, Wayne, Pennsylvania 19087 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor owns by assignment the following trademarks:

MARK	REG./SERIAL NO.
INTERVIEW BUILDER and Design	76/012,412
OPINIONQUEST (Stylized)	2,319,121
PEOPLEQUEST	2,268,978
PORTRAIT	2,267,182
TOUCHSCORE	2,268,977

(hereinafter the "Trademarks").

WHEREAS, Assignor desires to assign to the Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is

hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks.

4. Miscellaneous.

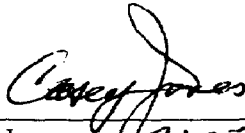
(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws State of Delaware.

(b) Binding Nature of Agreement. This Assignment and


Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

PARAGON, INC.

By: 
Name: CASEY JONES
Title: Formerly, President

KENEXA CORPORATION

By: 
Elliot H. Clark
Chief Operating Officer

STATE OF PENNSYLVANIA :
 :
COUNTY OF Montgomery : SS

On this 17th day of May, 2001, personally appeared

Elliot H. Clark, to me known and known to me to be the President of Kenexa

Corporation, and acknowledged that he executed the foregoing Assignment and

Assumption Agreement on behalf of Kenexa Corporation pursuant to due authority.

Michele Camacho
Notary Public

My commission expires: _____

(Notarial Seal)

