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ATTY Docket No. KAHN.G0082

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To the Honorable Commissioner of Patents

101755348

Send original documents or copy thereof.

1. Name of conveying party(ies):

CHRISTIAN & TIMBERS, INC.

6-18-01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State of Ohio, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Release Of Interest Of Trademarks And Trademark Applications

Execution Date: June 8, 2001

2. Name and address of receiving party(ies)

Name: PEOPLEScape, INC.

Internal Address:

Street Address: 4000 Moorpark Avenue, Suite 200

City: San Jose State: CA ZIP: 95117

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations 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)

75/171,406, filed 09/26/96 (See attached for additional applications)
75/302,606, filed 06/03/97
75/435,544, filed 02/17/98
75/236,517, filed 02/05/97
75/451,984, filed 03/17/98

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

2,203,267, reg. 11/10/98
2,232,566, reg. 03/16/99
2,157,399, reg. 05/12/98
2,102,296, reg. 09/30/97

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

Name: Warren A. Sklar

Internal Address:

Renner, Otto, Boisselle & Sklar, LLP

Street Address: 1621 Euclid Avenue, 19th Flr.

City: Cleveland State: Ohio ZIP: 44115

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00

Enclosed

(for any deficiencies)

Authorized to be charged to deposit account

8. Deposit account number:

18-0988

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

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06/20/2001 TDIAZ1 00000104 75171406

01 Fee 40.00
02 Statement and signature 300.00

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.

Warren A. Sklar

Name of Person Signing Reg. No. 26,373

Signature

6-15-01

Date

Total number of pages including cover sheet, attachments, and this page: 5

TRADEMARK

REEL: 002316 FRAME: 0969

APPENDIX A

U.S. TRADEMARK APPLICATION NUMBERS (continued)

<u>Appln. No.</u>	<u>Filed</u>
75,213,538	12/16/96
75/427,208	02/02/98
76/076,906	06/22/00
75/938,881	03/08/00

**RELEASE OF INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS**

INTRODUCTION:

WHEREAS:

A. PeopleScape, Inc., a Delaware corporation ("PeopleScape"), granted a security interest in and collaterally assigned (the "Original Assignment") to Christian & Timbers, Inc., an Ohio corporation ("Secured Party"), all Trademark Collateral (as defined herein) in connection with the Security Agreement between PeopleScape and Secured Party dated August 14, 2000 (the "Security Agreement") to secure the Secured Obligations (as defined herein);

B. Secured Party caused the Original Assignment to be filed with the United States Patent and Trademark Office (the "PTO") on September 22, 2000;

C. On March 5, 2001, PeopleScape assigned all of its assets (the "PeopleScape Assets"), including the Trademark Collateral, to Assignee through an Assignment for the Benefit of Creditors, and Assignee subsequently sold certain of the PeopleScape Assets, including the Trademark Collateral, to Hire.com, a Texas corporation;

D. Secured Party and Assignee entered into a Secured Creditor Agreement on March 5, 2001 (the "Secured Creditor Agreement"), whereby Assignee agreed to pay the proceeds from the sale of the Trademark Collateral, and other assets, to Secured Party in satisfaction of the Secured Obligations;

E. In order to release Secured Party's interest in the Trademark Collateral and in order to effect recordation with, among other offices, the PTO, but with no intention to diminish, impair or supersede the terms of the Secured Creditor Agreement to any extent, Secured Party has executed this Release;

NOW, THEREFORE, in consideration of the execution of the Secured Creditor Agreement by Assignee, and for other valuable considerations, Secured Party hereby agrees as follows:

1. Definitions.

- (a) "Proceeds" means whatever is received upon the sale, exchange, collection or other disposition of Trademark Collateral, and includes, without limitation, insurance payable by reason of loss or damages to the Trademark Collateral or any thereof.
- (b) "Secured Obligations" means all obligations of PeopleScape secured by the Security Agreement to pay the amounts advanced to PeopleScape by Secured


Party from time to time and/or make payments or reimburse costs and expenses under the Security Agreement.

2. Release.

- (a) Secured Party hereby releases Secured Party's entire right, title and interest in and to the property assigned, conveyed and granted to Secured Party by PeopleScape pursuant to the Original Assignment, including, but not limited to, the trademarks and trademark applications listed on Exhibit "A" attached hereto (collectively, the "Trademark Collateral").
- (b) The execution and recordation of this Release shall in no way diminish, impair or supersede the terms of the Secured Creditor Agreement and shall in no way impair Secured Party's right to receive any and all Proceeds of the Trademark Collateral in full satisfaction of the Secured Obligations.

DATE: 6-8-01

CHRISTIAN & TIMBERS, INC.

By: 

Its: VP/CFO

EXHIBIT "A"

LIST OF TRADEMARKS

<u>Trademark</u>	<u>Serial No. / Reg. No.</u>	<u>Filing Date / Registration Date</u>
Career Check	75/171,406	September 26, 1996
Electronic Staffing Manager	75/302,606	June 3, 1997
Face Design	2,203,267	November 10, 1998
Flash Search	75/435,544	February 17, 1998
HR Office	75/236,517	February 5, 1997
Legal Check	75/451,984	March 17, 1998
Paycheck	2,232,566	March 16, 1999
Peoplechat	75/213,538	December 16, 1996
People Check	2,157,399	May 12, 1998
Peoplescape	2,102,296	September 30, 1997
Stone Soup	75/427,208	February 2, 1998
Angami	76/076,906	June 22, 2000
Hire Incentives	75/938,881	March 8, 2000