

06-28-2001

622-01



101764572

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

Change of Name

Other

Effective Date
Month Day Year
 06 20 01

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
 06 20 01

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

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

06/28/2001 DBYRNE 00000021 2144575

FOR OFFICE USE ONLY

01 FC:481

40.00 00

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: 002321 FRAME: 0420

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2144575"/>	<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.)

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.

PAUL J. KENNEDY

Name of Person Signing

Paul Kennedy 6/22/01

Signature

Date Signed

ASSIGNMENT OF UNITED STATES TRADEMARK

THIS ASSIGNMENT ("Assignment") is made as of the 20~~th~~ day of JUNE, 2001, between TalentPoint Technologies, Inc. ("Assignor"), a Pennsylvania corporation, with its principal place of business at 170 South Warner Road, Wayne, Pennsylvania 19087 and Kenexa Corporation, a Pennsylvania, with its principal place of business at 170 South Warner Road, Wayne, Pennsylvania 19087.

WITNESSETH

WHEREAS, Assignor owns the trademark registration for PROVE IT! (Registration No. 2,144,575) (hereinafter, the "Trademark"), and the goodwill of the business associated with the Trademark;

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

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademark 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, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns, transfers, delivers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill associated therewith, and the applications and registrations therefor, including the right to sue for past infringement, if there may be any;
2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademark to record Assignee as the owner of, and/or to issue to Assignee in accordance with this instrument, all registrations having to do with the Trademark and all applications, and renewals for any of the same;
3. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania;
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; and
5. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

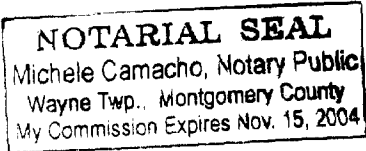
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first written above.

TALENTPOINT TECHNOLOGIES, INC.

By: *Elliot Clark*
Name: Elliot H. Clark
Title: COO

Sworn to and Subscribed
before me this 20th day of
June, 2001.

Michele Camacho
Notary Public



KENEXA CORPORATION

By: *Elliot Clark*
Name: Elliot H. Clark
Title: COO

Sworn to and Subscribed
before me this 20th day of
June, 2001.

Michele Camacho
Notary Public

