

07-19-2001



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To the Honorable Commissioner of Pat.

original documents or copy thereof.

1. Name of conveying party(ies): 7-12-01
PNC BANK, N.A.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other National Association

2. Name and address of receiving party(ies)
Name: CareerBuilder, Inc.
Internal
Address: _____
Street Address: 11495 Sunset Hills Road, Suite 210

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

City: Reston State: VA Zip: 20190

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Interest in Trademarks

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

Execution Date: May 15, 2000

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 registration number(s):
A. Trademark Application No.(s)
75345822

B. Trademark Registration No.(s)
2155339 2082443 2111657
2126103 2133951

Additional number(s) attached Yes No

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

Name: Mark R. Leslie
Internal Address: Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
Street Address: 535 Smithfield Street
City: Pittsburgh State: PA Zip: 15222

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:
11-1110

(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.

Mark R. Leslie
Name of Person Signing

[Signature]
Signature

July 12, 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

RELEASE OF INTEREST IN TRADEMARKS

THIS RELEASE OF INTEREST IN TRADEMARKS (this "Release") is executed as of the 15th day of May 2000, by **PNC BANK, N.A** (the "Bank");

WITNESSETH:

WHEREAS, the Bank and CareerBuilder, Inc., a Delaware corporation (the "Assignor"), entered into a Security Agreement and Assignment (the "Security Agreement") and a Rider to Security Agreement – Trademarks (the "Rider") each dated as of December 29, 1998 for the purpose of securing the complete and timely satisfaction of all of the Obligations (as that term is defined in the Security Agreement) of the Assignor under the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Assignor granted to the Bank a security interest in all Collateral (as that term is defined in the Security Agreement), including, among other things, those United States trademark applications and trademark registrations set forth on Schedule A to the Rider (the "Trademarks");

WHEREAS, the Rider was recorded in the United States Patent and Trademark Office on February 26, 1999, at Reel 1862, Frame 644;

WHEREAS, the Notice of Recordation of Assignment Document issued by the United States Patent and Trademark Office, attached to this Release as Exhibit A, sets forth the recording and registration information applicable to the Trademarks; and

WHEREAS, the Assignor has paid the Obligations in a complete and timely manner and is desirous of the Bank's acknowledging the termination of its security interest in and to the Trademarks.;

NOW, THEREFORE, the Bank, intending to be legally bound, hereby agrees as follows:

1. The Bank hereby releases, terminates, waives, relinquishes, and forever discharges any and all security interests, rights, liens, privileges, title and interest whatsoever it has in the Trademarks.
2. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Bank and the Assignor.
3. The Bank shall cause this Release to be recorded in the United States Patent and Trademark Office.

WITNESS the execution hereof under seal as of the day and year first above written.

PNC BANK, N.A.

By: *[Handwritten Signature]*


Title: Managing Director

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
COUNTY OF Fairfax : SS:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 15 of May 2000, personally appeared Katharine Kappler, who acknowledged herself to be the Vice President of PNC Bank, N.A., and that she as such, being authorized to do so, executed the foregoing Release of Interest in Trademarks for the purposes stated therein on behalf of PNC Bank, N.A.

IN WITNESS WHEREOF, I have set my hand and official seal.



Notary Public

My commission expires: 9/30/04

