

Form PTO-1594
(Rev. 03/01)
OMB No 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies).

Talk Corporation

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

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

3. Nature of conveyance:

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

Execution Date: March 27, 2002

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

Name: LaSalle Bank National Association

Internal Address: _____

Address: Attn. Tom Harmon

Street: One Metropolitan Square,

Address: 211 N. Broadway, S. 4050

City: St. Louis State: MO Zip: 63102

- Individual(s) citizenship _____
- Association National Banking Association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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 registration number(s).

A. Trademark Application No.(s)
[SEE ATTACHED EXHIBIT A]

B. Trademark Registration No (s)
[SEE ATTACHED EXHIBIT A]

Additional number(s) attached Yes No

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

Name: John P. McNameey

Internal Address:

Blackwell Sanders Peper Martin

Street Address: 720 Olive Street - 24th Floor

City: St. Louis State: MO Zip: 63101

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

15

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

- Enclosed
- Authorized to be charged to deposit account

If insufficient, please debit Deposit Account Number

8. Deposit account number.. 11-0160

(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.

Sondra D Schol
Name of Person Signing

Sondra D Schol
Signature

April 2, 2002
Date

Total number of pages including cover sheet, attachments and document

5

EXHIBIT A

**GRANT OF SECURITY INTEREST IN TRADEMARK
APPLICATIONS AND REGISTRATIONS**

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Registration Number</u>
THE WORK NUMBER E PAY ROLL SERVICES	76317066	<i>pending</i>
EPAYROLL POWERED BY THE WORK NUMBER	76316975	<i>pending</i>
W-2 EXPRESS	76316889	<i>pending</i>
ECHOICE	76055184	<i>pending</i>
ECHOICE	76055183	<i>pending</i>
ACCUCAT	75177466	2105299
CUSTOMCAT	75177465	2101492
ACCUMARC	75177385	2101488
CUSTOMMARC	75177346	2105293
THE WORK NUMBER	75153137	2077613
SALESPARTNER	74658360	1957971
BOOKMAKER	74654743	1951564
THE WORK NUMBER FOR EVERYONE	74526003	1949636
EASYSRIPT	74042897	1656695
TALX	74036154	1760587

GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS, TALX CORPORATION, a Missouri corporation, having its principal offices at 1850 Borman Court, St. Louis, MO 63146 (the "Grantor") is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under, and therefrom, the patents, copyrights and trademarks and all registrations and applications of the same, all as set forth on Schedule A attached hereto (the "Intellectual Property");

WHEREAS, LASALLE BANK NATIONAL ASSOCIATION, as Administrative Agent (the "Grantee"), having its offices at One Metropolitan Square, 211 North Broadway, Suite 4050, St. Louis, Missouri 63102, desires to acquire a security interest and lien on, among other things, all of Grantor's right, title and interest in and to the Intellectual Property; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon, among other things, all of Grantor's right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of that certain Security Agreement dated March 27, 2002, by the Grantor in favor of Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, among other things, all of Grantor's right, title and interest in, to and under, whether now owned or hereafter acquired or created, (i) all of Grantor's worldwide rights, title and interest in, to and under the Intellectual Property, and any and all goodwill associated therewith; (ii) all cash and noncash proceeds and products of the Intellectual Property, (iii) all of the goodwill of the businesses with which the Intellectual Property are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Intellectual Property or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 27th day of March, 2002.

GRANTOR:

TALX CORPORATION
a Missouri Corporation

By: Craig N. Cohen
Name: Craig N. Cohen
Title: Chief Financial Officer

SCHEDULE A
TALX CORPORATION

<u>Trademark</u>	<u>Serial Number</u>	<u>Date of Filing</u>	<u>Regist. Number</u>	<u>Date Reg.</u>
THE WORK NUMBER E PAY ROLL SERVICES	76317066	20011217	<i>pending</i>	<i>pending</i>
EPAYROLL POWERED BY THE WORK NUMBER	76316975	20010924	<i>pending</i>	<i>pending</i>
W-2 EXPRESS	76316889	20010925	<i>pending</i>	<i>pending</i>
ECHOICE	76055184	20000524	<i>pending</i>	<i>pending</i>
ECHOICE	76055183	20000524	<i>pending</i>	<i>pending</i>
ACCUCAT	75177466	19961007	2105299	19971014
CUSTOMCAT	75177465	19961007	2101492	19970930
ACCUMARC	75177385	19961007	2101488	19970930
CUSTOMMARC	75177346	19961007	2105293	19971014
THE WORK NUMBER	75153137	19960820	2077613	19970708
SALESPARTNER	74658360	19950330	1957971	19960220
BOOKMAKER	74654743	19950330	1951564	19960123
THE WORK NUMBER FOR EVERYONE	74526003	19960116	1949636	19940513
EASYSRIPT	74042897	19900323	1656695	19910910
TALX	74036154	19900307	1760587	19930323

<u>Patents</u>	<u>Serial Number</u>	<u>Patent Number</u>	<u>Type</u>	<u>Date Issued</u>
HIGH SPEED MODEM AND METHOD HAVING JITTER-FREE TIME RECOVERY [For recording a data signal]	02875996	5,838,744	Utility	19971117
MULTI-FREQUENCY RECEIVER WITH ARBITRARY CENTER FREQUENCIES	02482454	5,477,465	Utility	19951219