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04-19-2002

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Tab settings

FINANCE SECTION RECORDATION TRADEMARK



102061647

DEPARTMENT OF COMMERCE 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): 4-4-02

TALENTPOINT TECHNOLOGIES, INC.

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

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

3. Nature of conveyance:

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

Execution Date: June 20, 2001

2. Name and address of receiving party(ies)

Name: KENEXA CORPORATION

Internal Address:

Street Address: 170 South Warner Road

City: Wayne State: PA Zip: 19072

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

B. Trademark Registration No.(s)

SEE ATTACHMENT A

Additional number(s) attached Yes No

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

Name: Paul J. Kennedy, Esq.

Internal Address: Pepper Hamilton LLP 3000 Two Logan Square

Street Address: 18th and Arch Streets

City: Phila. State: PA Zip: 19103

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Paul J. Kennedy

Name of Person Signing

Signature (Handwritten)

April 4, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

04/18/2002 TBIAZ1 00000136 1548096

01 FC:481 02 FC:482

40.00 OP 100.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002487 FRAME: 0015

ATTACHMENT A

RECORDATION OF ASSIGNMENT

TALENTPOINT TECHNOLOGIES, INC. TO KENEXA CORPORATION

DATED JUNE 20, 2001

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BANCASE	1,548,096	7/18/89
BANKERS ARE BUYERS	1,548,273	7/18/89
BANKING IS BUSINESS	1,652,055	7/23/91
BANKING IS BUSINESS	2,160,467	5/26/98
BANKERS ARE BUYERS	2,417,161	1/2/01

ASSIGNMENT OF UNITED STATES TRADEMARK

THIS ASSIGNMENT ("Assignment") is made as of the 20th 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.

W I T N E S S E T H

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.

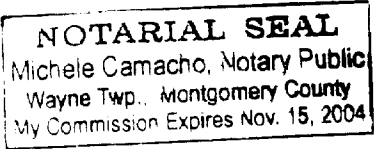
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first written above.

TALENTPOINT TECHNOLOGIES, INC.

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

Sworn to and Subscribed
before me this 25th day of
June, 2001.

Michele Camacho
Notary Public

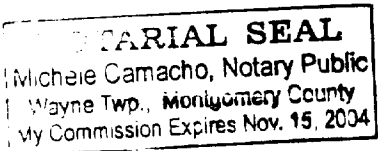


KENEXA CORPORATION

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

Sworn to and Subscribed
before me this 25th day of
June, 2001.

Michele Camacho
Notary Public



ATTACHMENT A

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