

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TALX UCM Services, Inc.		03/31/2004	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association
Street Address:	One Metropolitan Square
Internal Address:	Suite 4050
City:	Saint Louis
State/Country:	MISSOURI
Postal Code:	63102
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2337104	VERIFACTS
Serial Number:	76309581	WORKSOURCE EMANAGER

CORRESPONDENCE DATA	
Fax Number:	(314)345-6060
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-345-6000
Email:	tfragale@blackwellsanders.com
Correspondent Name:	John P. McNearney
Address Line 1:	720 Olive Street
Address Line 2:	24th Floor
Address Line 4:	Saint Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	714451.6
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NAME OF SUBMITTER:	Toni Fragale
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Total Attachments: 3
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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS, **TALX UCM SERVICES, INC.**, a Missouri corporation having its principal offices at 10101 Woodfield, St. Louis, MO 63132 (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 31st day of March, 2004.

GRANTOR:

TALX UCM SERVICES, INC., a
Missouri limited liability company

By: 
Name: L. Keith Graves
Title: CFO

STLD01-1067575-1

GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY -
TALX UCM SERVICES, INC.

TRADEMARK
REEL: 002824 FRAME: 0728

SCHEDULE A

TALX UCM SERVICES, INC.

U.S. Service Marks	Serial No.	Date of Filing	Registration No.	Date Registered
VERIFACTS	75375483	19971020	2337104	20000404
WORKSOURCE EMANAGER	76309581	20010905	<i>Abandoned</i>	<i>Abandoned</i>

Copyrights	Registration No.	Date Registered
EMPLOYER'S GUIDE TO CONTROLLING YOUR UNEMPLOYMENT COSTS	TX-4-051-739	19950511

STLD01-1067575-2

GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY -
TALX UCM SERVICES, INC.

RECORDED: 04/06/2004

**TRADEMARK
REEL: 002824 FRAME: 0729**