

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WORKSCAPE, INC.		08/27/2002	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	COMERICA BANK, successor by merger to Comerica Bank-California
Street Address:	2321 ROSECRANS AVE
Internal Address:	SUITE 5000
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Michigan banking corporation:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78315994	ONEFORCE
Serial Number:	78309187	WORKSCAPE
Serial Number:	78309180	THE WAY YOU WORK
Serial Number:	78309120	THE WAY YOU WORK
Serial Number:	78309100	WORKSCAPE

**CORRESPONDENCE DATA**

Fax Number: (858)677-1401  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 858-638-6717  
 Email: Erin.O'Brien@dlapiper.com  
 Correspondent Name: Erin O'Brien  
 Address Line 1: 4365 Executive Drive  
 Address Line 2: SUITE 1100  
 Address Line 4: San Diego, CALIFORNIA 92121

CH \$140.00 78315994

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/16/2005
Total Attachments: 7 source=workscap#page1.tif source=workscap#page2.tif source=workscap#page3.tif source=workscap#page4.tif source=workscap#page5.tif source=workscap#page6.tif source=workscap#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 27, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and WORKSCAPE, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

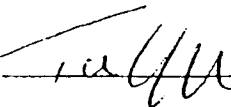
GRANTOR:

WORKSCAPE, INC.

Address of Grantor:

500 Old Connecticut Path  
Building A  
Framingham, MA 01701

Attn: Chief Executive Officer

By: 

Title: President & CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WORKSCAPE, INC.

Address of Grantor:

500 Old Connecticut Path  
Building A  
Framingham, MA 01701

Attn: Chief Executive Officer

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

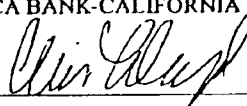
By:  \_\_\_\_\_  
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Imagine : HR leading the way.	TX5012955	06/30/99
Workscape website.	PA950056	06/30/99
eWorkbench 3.4	TX5811662	12/26/01
eBenchmark 3.5	TX5596111	08/05/02
e360 3.5	TX5633056	12/26/01

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and systems for providing employment management services over a network	09/998,154	10/31/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Employee.com powered by Workscape	78/026,950	09/20/00
Employee.com	78/026,947	09/20/00
Employee.com (and design)	78/024,652	09/06/00
Employee.com powered by Workscape (and design)	75/925,982	02/22/00
Workscope imagine the net benefits	2,366,189	07/11/00
W Workscape (and design)	2,368,234	07/18/00
Workscope	2,366,129	07/11/00
Workscope (and design)	2,221,068	02/02/99
Employee Communications Services (and design)	1,777,398	06/15/93
eChoice	76/055,183	05/24/00
eChoice	76/055,184	05/24/00
Oneforce	78/315,994	10/20/03
Workscope (and design)	78/309,187	10/03/03
The way you work	78/309,180	10/03/03
The way you work	78/309,120	10/03/03
Workscope (stylized letters)	78/309,100	10/03/03
Mediaappraise	2,262,548	07/20/99
Performaworks	2,437,221	03/20/01
Performance eWorkbench	2,526,887	01/08/02
Pre-emptive intelligence	2,617,235	09/10/02
Oneforce	78/315,994	10/20/03
Workscope (and design)	78/309,187	10/03/03
The Way You Work	78/309,180	10/03/03
The Way You Work	78/309,120	10/03/03



<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Workscape (and design)	78/309,100	10/03/03