

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/29/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CareerBank Consulting, Inc.		08/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CareerBank, Inc.
Street Address:	c/o OnTargetJobs, Inc.
Internal Address:	353 Berea Road
City:	Walden
State/Country:	NEW YORK
Postal Code:	12586
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2516378	CAREERBANK
Registration Number:	2529006	CAREERBANK.COM

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-728-8000
 Email: kwalker@willkie.com
 Correspondent Name: Kim A. Walker
 Address Line 1: 787 Seventh Avenue
 Address Line 2: Willkie Farr & Gallagher LLP
 Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Kim A. Walker
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CH \$65.00 2516378

Signature:	/kimawalker/
Date:	09/22/2005
Total Attachments: 5 source=CareerBank Assignment Agreement#page1.tif source=CareerBank Assignment Agreement#page2.tif source=CareerBank Assignment Agreement#page3.tif source=CareerBank Assignment Agreement#page4.tif source=CareerBank Assignment Agreement#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of August 29, 2005, by and between CareerBank Consulting, Inc., a Delaware corporation ("Assignor"), and CareerBank, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (the "Trademarks");

WHEREAS, Assignor, Assignee and certain of the stockholders of Assignor are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee the Seller Intellectual Property (as defined in the Purchase Agreement) and all right, title and interest therein and related thereto, including without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this Assignment evidencing the assignment, sale and transfer to Assignee of the Trademarks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, free and clear of all Liens, all of its right, title and interest in and to the Trademarks throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, including the right to license others under the Trademarks and the right to renew any trademark registration which shall issue from any application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks, with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

3. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Assignor hereby agrees to execute upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

[Remainder of the page is left blank intentionally. Signature page follows.]

Schedule A**Trademarks and Service Marks and Applications and Registrations Therefor**

Mark	Registration No. (Application No.)	Registration Date (Application Date)
CAREERBANK	2,516,378	12/11/01
CAREERBANK.COM	2,529,006	1/15/02