

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TALX Corporation		11/22/2005	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Bank National Association		
<b>Street Address:</b>	One North Brentwood		
<b>Internal Address:</b>	Suite 950		
<b>City:</b>	Clayton		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Administrative Agent: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76639793	UCEXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)345-6060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-345-6000		
<b>Email:</b>	smurphy@blackwellsanders.com		
<b>Correspondent Name:</b>	Courtney L. Green		
<b>Address Line 1:</b>	720 Olive St.		
<b>Address Line 2:</b>	24th Floor		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	714451.6		
<b>NAME OF SUBMITTER:</b>	Courtney L. Green		
<b>Signature:</b>	/Courtney L. Green/		

OP \$40.00 76639793

Date:

11/29/2005

**Total Attachments: 3**

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## 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 North Brentwood, Suite 950, Clayton, Missouri 63105, 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 \_\_\_\_\_ day of November, 2005.

GRANTOR:

**TALX CORPORATION**  
a Missouri Corporation

By: 

Name: L. Keith Gravers

Title: VP and CFO

**SCHEDULE A**

**TALX CORPORATION**

<b>U.S. Trademarks</b>	<b>Serial No.</b>	<b>Date of Filing</b>	<b>Registration No.</b>	<b>Date Registered</b>
UCEXPRESS	76639793	20050531	<i>pending</i>	<i>pending</i>