

# 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               |
|--------------------|----------|----------------|---------------------------|
| Kenexa Corporation |          | 12/29/2005     | CORPORATION: PENNSYLVANIA |

## RECEIVING PARTY DATA

|                   |                                     |
|-------------------|-------------------------------------|
| Name:             | PNC Bank, National Association      |
| Street Address:   | 1000 Westlakes Drive                |
| Internal Address: | Suite 200                           |
| City:             | Berwyn                              |
| State/Country:    | PENNSYLVANIA                        |
| Postal Code:      | 19312                               |
| Entity Type:      | National Association: UNITED STATES |

## PROPERTY NUMBERS Total: 11

| Property Type        | Number   | Word Mark             |
|----------------------|----------|-----------------------|
| Registration Number: | 2672936  | KENEXA                |
| Serial Number:       | 76204191 | KENEXA PORTFOLIO      |
| Serial Number:       | 76204193 | KENEXA LIFE CYCLE     |
| Serial Number:       | 76204194 | KENEXA LIFECYCLE      |
| Serial Number:       | 76204198 | KENEXA PORTRAIT 360   |
| Serial Number:       | 76204442 | EXCELLENCE IN SERVICE |
| Serial Number:       | 76204443 | KENEXA MERGE          |
| Serial Number:       | 76225024 | KENEXA MAP11          |
| Serial Number:       | 76225150 | KENEXA POLARIS        |
| Registration Number: | 2400726  | TALENT LIFE CYCLE     |
| Registration Number: | 2406987  | TALENT LIFECYCLE      |

## CORRESPONDENCE DATA

900038977

TRADEMARK  
REEL: 003220 FRAME: 0186

OP \$290.00 2672936

Fax Number: (215)405-2574

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 215-977-2574

Email: ssplaver@wolfblock.com

Correspondent Name: Stacy L. Splaver

Address Line 1: 1650 Arch Street

Address Line 2: 22nd Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

PNC014-214856

NAME OF SUBMITTER:

Stacy L. Splaver

Signature:

/Stacy L. Splaver/

Date:

01/04/2006

Total Attachments: 3

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## NOTICE OF ASSIGNMENT FOR SECURITY

(Trademarks)

WHEREAS, **KENEXA CORPORATION** (the "**Assignor**") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of July 15, 2003 (as amended by that certain Acknowledgment, Amendment and Confirmation of Trademark Security Agreement dated December 29, 2005, the "**Security Agreement**") in favor of PNC Bank, National Association (the "**Assignee**");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (all of the foregoing collectively, the "**Collateral**"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Notice of Assignment for Security to be duly executed by its officer thereunto duly authorized as of December 29, 2005.

KENEXA CORPORATION

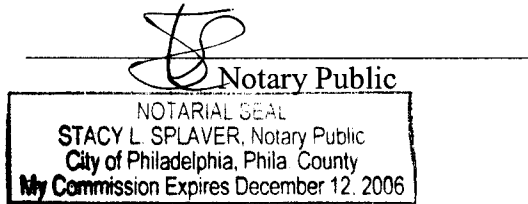
By: 

Name: Donald Volk

Title: Chief Financial Officer

COMMONWEALTH OF PENNSYLVANIA        )  
  ) ss.:  
COUNTY OF PHILADELPHIA                )

On this 29th day of December, 2005, before me personally came Donald Volk, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer of Kenexa Corporation, a Pennsylvania corporation, and that he executed the foregoing instrument in the name of such corporation and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.



**SCHEDULE A TO ASSIGNMENT FOR SECURITY**  
**(TRADEMARKS AND TRADEMARK APPLICATIONS)**

| <b>MARK</b>           | <b>REGISTRATION<br/>NUMBER</b> | <b>FILING DATE</b> | <b>OWNER</b>       | <b>STATUS</b> |
|-----------------------|--------------------------------|--------------------|--------------------|---------------|
| Kenexa (and Design)   | 2672936                        | 01/09/2001         | Kenexa Corporation | Active        |
| Kenexa Portfolio      | 76204191                       | 02/02/2001         | Kenexa Corporation | Abandoned     |
| Kenexa Life Cycle     | 76204193                       | 02/02/2001         | Kenexa Corporation | Abandoned     |
| Kenexa Lifecycle      | 76204194                       | 02/02/2001         | Kenexa Corporation | Abandoned     |
| Kenexa Portrait 360   | 76204198                       | 02/02/2001         | Kenexa Corporation | Abandoned     |
| Excellence in Service | 76204442                       | 02/02/2001         | Kenexa Corporation | Abandoned     |
| Kenexa Merge          | 76204443                       | 02/02/2001         | Kenexa Corporation | Abandoned     |
| Kenexa Map11          | 76225024                       | 03/15/2001         | Kenexa Corporation | Abandoned     |
| Kenexa Polaris        | 76225150                       | 03/15/2001         | Kenexa Corporation | Abandoned     |
| Talent Life Cycle     | 2400726                        | 09/24/1998         | Kenexa Corporation | Active        |
| Talent Lifecycle      | 2406987                        | 10/08/1998         | Kenexa Corporation | Active        |