TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the brief previously recorded on Reel 002272 Frame 0387. Assignor(s) hereby confirms the language ASSIGNS THE ENTIRE INTEREST AND GOODWILL should be corrected to reflect SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webhire, Inc.		03/27/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Bank of Massachusetts
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Savings Bank:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2425720	WEBHIRE

OP $40.00 2425720

CORRESPONDENCE DATA

Fax Number: (781)869-5060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 781-869-5083
Email: cverbisky@webhire.com
Correspondent Name: Webhire, Inc.
Address Line 1: 91 Hartwell Avenue
Address Line 4: Lexington, MASSACHUSETTS 02421

NAME OF SUBMITTER:	Charles Verbisky
Signature:	/Charles Verbisky/
Date:	01/19/2006

Total Attachments: 7
source=webhire_security_agreement#page1.tif
source=webhire_security_agreement#page2.tif
source=webhire_security_agreement#page3.tif
source=webhire_security_agreement#page4.tif
source=webhire_security_agreement#page5.tif
source=webhire_security_agreement#page6.tif
source=webhire_security_agreement#page7.tif

MRD 4/2/01

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-17-2001

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

[X] New

[ ] Resubmission (Non-Recordation) Document ID #

[ ] Correction of PTO Error Reel # Frame #

[ ] Corrective Document Reel # Frame #

Conveyance Type

[X] Assignment [ ] License

[ ] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger Effective Date Month Day Year

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 03 27 01

Name: Webhire, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Citizens Bank of Massachusetts

DBA/AKA/TA:

Composed of:

Address (line 1): 28 State Street

Address (line 2):

Address (line 3): Boston (City) MA (State/Country) 02109 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: Bank

[ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number 617-482-1776

Name: James Lerner, Esq.

Address (line 1): Goulston & Storrs, P.C.

Address (line 2): 400 Atlantic Avenue

Address (line 3): Boston, MA 02110

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 4

Trademark Application Number(s) or Registration Number(s) ☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			2425720		

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [X]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

GOULSTON & STORRS, P.C.

By: Cynthia Quinn — C. Quinn — 3/30/01

Name of Person Signing | Signature | Date Signed

FORM PTO-1618C
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)

COLLATERAL ASSIGNMENT OF TRADEMARKS **Citizens Bank of Massachusetts**

Date: March 27, 2001

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

Webhire, Inc. (the "**Assignor**"), a Delaware corporation with its principal executive offices at 91 Hartwell Avenue, Lexington, Massachusetts 02421,

to

Citizens Bank of Massachusetts. (hereinafter, the "**Bank**"), a bank with offices at 28 State Street, Boston, Massachusetts 02109.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Assignor and the Bank, the Assignor hereby collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until this Collateral Assignment is terminated by a duly authorized officer of the Bank, the Assignor shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Assignor:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Assignor to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Assignor's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Assignor to the Bank as provided in the Loan Agreement.

3. (a) Upon the occurrence of any Event of Default which is then continuing, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

(b) The Assignor hereby irrevocably constitutes and designates the Bank as and for the Assignor's attorney in fact, upon and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all and singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Collateral Assignment is terminated by a duly authorized officer of the Bank.

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

WEBHIRE, INC.

By: _____
Stephen D. Allison
Chief Financial Officer

CITIZENS BANK OF MASSACHUSETTS
(the "Bank")

By: _____
RALPH L. LETNER VICE President

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss. March 27, 2001

Then personally appeared before me Stephen D. Allison who acknowledged that he is the ~~President~~ Chief Financial Officer of Webhire, Inc. and that he executed the foregoing instrument on behalf of its Board of Directors as his free act and deed.

Notary Public
My Commission Expires: Nov. 12, 2005

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk ss. March 27, 2001

Then personally appeared before me Ralph Letner who acknowledged that he/~~she~~ is the Vice President of Citizens Bank of Massachusetts and that he/she executed the foregoing instrument on behalf of its Board of Directors as his/her free act and deed.

Notary Public
My Commission Expires: 11-16-2001

TRADEMARK
REEL: 002272 FRAME: 0392

TRADEMARK
REEL: 003230 FRAME: 0793

EXHIBIT A

TRADEMARKS

Webhire Reg. No. 2,425,720