

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
Brainbench, Inc.		07/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as administrative agent
Street Address:	Sixth & Marquette
Internal Address:	MAC N9305-072
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78723136	PREDICTING EMPLOYEE SUCCESS
Serial Number:	78718793	B BRAINBENCH EMPLOYMENT TESTING
Registration Number:	2532113	THE MEASURE OF ACHIEVEMENT
Registration Number:	2469351	
Registration Number:	2477621	BRAINBENCH THE SKILLS AUTHORITY B
Registration Number:	2473234	THE SKILLS AUTHORITY
Registration Number:	2518386	BRAINBENCH
Serial Number:	78718399	TOTALMATCH

CORRESPONDENCE DATA

Fax Number: (916)329-4900

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

Phone: 213-612-2020

Email: lpartmann@orrick.com, rgalvan@orrick.com

Correspondent Name: Ramon Galvan

TRADEMARK

REEL: 003395 FRAME: 0642

900058547

CH \$215.00 78723136

Address Line 1: 777 South Figueroa Street, Suite 3200
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: Los Angeles, CALIFORNIA 90017-5855

ATTORNEY DOCKET NUMBER:

1696-370/1640

NAME OF SUBMITTER:

Ramon Galvan

Signature:

/Ramon Galvan/

Date:

09/21/2006

Total Attachments: 5
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 31, 2006, is executed by **BRAINBENCH, INC.**, a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of August 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PreVisor, Inc. (formerly known as Qwiz-ePredix Operations Inc.), Qwiz Acquisition Corporation, ePredix Holdings, Inc., PreVisor Minnesota Inc. (formerly known as ePredix, Inc.), PreVisor Georgia Inc. (formerly known as Qwiz, Inc.), Personnel Decisions Research Institutes, Inc., and Brainbench, Inc., the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of August 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby 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.

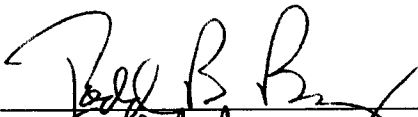
The Administrative Agent's address is:

Wells Fargo Bank, National Association
MAC N9305-072
Sixth & Marquette
Minneapolis, MN 55479
Attention: Casey P. Kelly
Assistant Vice President
Tel. No. (612) 667-4532
Fax No. (612) 667-0505

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

BRAINBENCH, INC.

By: 
Name: Todd B Boney
Title: cto

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
78723136		PREDICTING EMPLOYEE SUCCESS	TARR	LIVE
78718793		B BRAINBENCH EMPLOYMENT TESTING	TARR	LIVE
78718399		TOTALMATCH	TARR	LIVE
76270196	2532113	THE MEASURE OF ACHIEVEMENT	TARR	LIVE
75928543	2469351		TARR	LIVE
75928493	2477621	BRAINBENCH THE SKILLS AUTHORITY B	TARR	LIVE
75928492	2473234	THE SKILLS AUTHORITY	TARR	LIVE
75831199	2518386	BRAINBENCH	TARR	LIVE

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Application Date	Application No.
None.		

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

)
) ss.
)

On August 11, 2006, before me, William Selwa,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Todd B Boney, CFO,
Name of Signer(s)

☒ personally known to me – **OR** – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- ☐ Individual
☒ Corporate Officer

Chief Financial Officer
Title(s)

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing:

Name of Person(s) or Entity(ies)

Brainbench, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Grant of Security Interest - Trademarks
Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above