

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|-------------------------------------|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Omni Partners, Inc. | | 10/12/2006 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Hilco Finanancial, LLC | | |
| Street Address: | 5 Revere Drive | | |
| Internal Address: | Suite 206 | | |
| City: | Northbrook | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60062 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77002142 | OMNI PARTNERS | |
| Serial Number: | 77002154 | OMNI RESEARCH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)456-8435 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 312-456-5202 | | |
| Email: | chitmdocket@gtlaw.com | | |
| Correspondent Name: | Howard E. Silverman | | |
| Address Line 1: | 77 West Wacker Drive | | |
| Address Line 2: | Suite 2500 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 28276.012000 | | |
| NAME OF SUBMITTER: | Howard E. Silverman | | |

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|--|-----------------------|
| Signature: | /Howard E. Silverman/ |
| Date: | 10/13/2006 |
| Total Attachments: 7 source=Omni Hilco Agreement#page1.tif source=Omni Hilco Agreement#page2.tif source=Omni Hilco Agreement#page3.tif source=Omni Hilco Agreement#page4.tif source=Omni Hilco Agreement#page5.tif source=Omni Hilco Agreement#page6.tif source=Omni Hilco Agreement#page7.tif | |

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement") made as October 12, 2006, by and between The Omni Partners, Inc., a Florida corporation ("Grantor"), and Hilco Financial, LLC, a Delaware limited liability company ("Grantee"):

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of September 28, 2006, among the Grantor, certain affiliates of Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan and Security Agreement"), Grantee has agreed, subject to the satisfaction of certain conditions precedent, to make a Term Advance and other financial accommodations available to Grantor; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement and the other Loan Documents (as defined in the Loan and Security Agreement), Grantor has agreed to grant to Grantee a security interest in all of the intellectual property of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Trademarks and Copyrights (each as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure all Obligations (as defined in the Loan and Security Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan and Security Agreement. Additionally, the following terms, as used herein, have the meanings set forth below:

"Copyrights" means any copyrights, copyright registrations and copyright applications, and all renewals, extensions and continuations of any of the foregoing.

"Intellectual Property" means, collectively, all Copyrights, Patents and Trademarks.

"Patents" means any patents, patent registrations and patent applications and reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations of any of the foregoing.

"Trademarks" means any trademarks, service marks, all applications, registrations, and renewals in connection therewith, and including all goodwill associated with any of the foregoing.

2. Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement), Grantor hereby grants to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent, Trademark and Copyright Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark;

(c) each Patent listed on Schedule B annexed hereto, together with any reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;

(d) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent;

(e) each Copyright listed on Schedule C annexed hereto, together with any reissues, continuations or extensions thereof; and


(f) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright.

3. Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Illinois, without regard to conflicts of law principles.

[signature page follows]

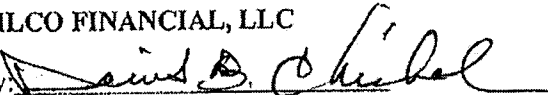
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE OMNI PARTNERS, INC.

By: 
Michael Mullarkey
President

Agreed and Accepted
as of the Date First Written Above

HILCO FINANCIAL, LLC

By: 
David B. Chisholm
Chief Executive Officer

[SIGNATURE PAGE TO OMNI PARTNERS PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

SCHEDULE A

Registered Trademarks, Pending, and Abandoned Trademark Applications

| Mark | Reg. No. | Reg. Date | Country | Owner |
|--|------------|-----------|---------|-------------------------------------|
| BRAVANTA 3D METHODOLOGY | 76/358,239 | Abandoned | US | |
| CAREBRIDGE | 479,744 | Abandoned | CA | |
| CAREBRIDGE | 501817 | Abandoned | EU | |
| CAREBRIDGE | 2,154,853 | Abandoned | US | |
| CAREERSITINGS | 1,044,174 | Abandoned | CA | |
| CLIMATESIGHT | 76/507880 | Abandoned | US | |
| DECISIS | 1,833,684 | Abandoned | US | |
| E-CRUITER ENTERPRISE | 75/755629 | Abandoned | US | |
| E-CRUITER EXPRESS | 899,725 | Abandoned | CA | |
| E-CRUITER ONLINE | 1,022,631 | Abandoned | CA | |
| E-CRUITER ONLINE | | Abandoned | CA | |
| E-CRUITING | 75/491214 | Abandoned | US | |
| EXPRESS & Design | 465,902 | 11-17-96 | CA | Express Franchise Services, L.P. |
| EYE Design | 593343 | Abandoned | EU | |
| EYE Design | 2173043 | Abandoned | US | |
| HIRE ADVANTAGE | 1,081,836 | Abandoned | CA | |
| HIRE POWER | 1,081,837 | Abandoned | CA | |
| OMNI PARTNERS | 77/002142 | 9-19-06 | US | Omni Partners, Inc. |
| OMNI RESEARCH | 77/002154 | 9-19-06 | US | Omni Partners, Inc. |
| PERFORMANCESIGHT | 76/507879 | Abandoned | US | |
| RESUMESCORE | 1,225,730 | Abandoned | CA | |
| RESUMESCORE | 78/461264 | Abandoned | US | |
| REWARDING WORK | 76/043205 | Abandoned | US | |
| REWARDING YEARS | 76/470756 | Abandoned | US | |
| SKILLSIGHT | 76/507878 | Abandoned | US | |
| WE TAKE INTERNET RECRUITING TO A HIRE | 1,048,952 | Abandoned | CA | |

| | | | | |
|---|-----------|-----------|----|--|
| LEVEL | | | | |
| WE TAKE INTERNET RECRUITING TO A HIRE LEVEL | 76/119715 | Abandoned | US | |
| WEB-POWERED RECRUITING SOLUTIONS | 1,024,607 | Abandoned | CA | |

SCHEDULE B

Issued Patents and Pending Patent Applications

Issued Patents

| TITLE | PAT. NO. | ISSUE DATE | COUNTRY | OWNER |
|-------|----------|------------|---------|-------|
| None | | | | |

Pending Patent Applications

| TITLE | SER. NO. | FILE DATE | COUNTRY | OWNER |
|-------|----------|-----------|---------|-------|
| None | | | | |
| | | | | |

SCHEDULE C

Registered Copyrights

Registered Copyrights

| COPYRIGHT | REG. NO. |
|-----------|----------|
| None | |