

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JOBSINTHEMONEY.COM, INC.		12/11/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ableco Finance LLC		
<b>Street Address:</b>	299 Park Avenue, 23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2378825	JOBSINTHEMONEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2136836339		
<b>Email:</b>	claudiaimmerzeel@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings Janofsky & Walker LLP		
<b>Address Line 1:</b>	515 South Flower Street, 25th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	45140.00135		
<b>NAME OF SUBMITTER:</b>	Claudia R Immerzeel		
<b>Signature:</b>	/Claudia R Immerzeel/		
<b>Date:</b>	12/13/2006		

**OP \$40.00 2378825**

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of December 2006, between **JOBSINTHEMONEY.COM, INC.**, a Delaware corporation ("Grantor"), and **ABLECO FINANCE LLC**, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of August 31, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among Dice Holdings, Inc., a Delaware corporation ("Parent"), Dice Inc., a Delaware corporation ("Dice"), Dice Career Solutions, Inc., a Delaware corporation ("Dice Career"), and Measure Up, Inc., a Georgia corporation ("Measure Up") (each of Dice, Dice Career, and Measure Up are individually and collectively, jointly and severally, referred to as the "Borrower"), each Subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and any additional entities that become guarantors pursuant to the requirements of Section 7.01(b) thereof or otherwise, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, parties thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for the Lender Group (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent"; and together with Collateral Agent, each an "Agent" and collectively, "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Supplement No. 1 to Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to any Agent, the Lender Group, or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The security interest granted pursuant to this Trademark Security Agreement is and shall be deemed to be one and the same as the Security Interest granted pursuant to the Security Agreement.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. Governing Law. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**JOBSINTHEMONEY.COM, INC.,**  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

**ABLECO FINANCE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Kevin Gonda  
Title: Senior Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Mark Serial Number Registration Number Applicant</b>	<b>Country</b>	<b>Class/Goods and Services</b>	<b>Status</b>
<b>JOBSINTHEMONEY</b>  <b>Reg. No. 2378825</b>	United States	Class: 35  On-line job placement and employment recruiting.	Registered: App. Date: 1/31/99 Reg. Date: 8/22/00