## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brassring LLC		112/04/2006	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Kenexa BrassRing, Inc.	
Street Address:	650 East Swedesford Road, 2nd Floor	
City:	Wayne	
State/Country:	PENNSYLVANIA	
Postal Code:	19087	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2568885	1-JOBS.COM
Registration Number:	2721724	BRASSRING
Registration Number:	2579428	BRASSRING
Serial Number:	78611813	BRASSRING
Registration Number:	2437573	CUT & POST
Serial Number:	78460503	ENTIRION
Registration Number:	2523560	HIGH TECH CAREER FAIR
Registration Number:	2013345	HIGH TECHNOLOGY CAREERS
Registration Number:	1986402	HIGH TECHNOLOGY CAREERS
Registration Number:	2446566	HIRESYSTEMS
Registration Number:	2395271	HIRESYSTEMS
Registration Number:	2403619	HIRESYSTEMS
Registration Number:	2511834	JOBOO

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Registration Number:	2344429	JOBS ARIZONA
Registration Number:	2052327	JOBSAMERICA
Registration Number:	2494874	NETFAIR
Registration Number:	2320369	NETWORK EVENTS
Registration Number:	1636770	RESUME=LINK
Registration Number:	2631966	TEAMFIT
Registration Number:	2756642	THINKSHED
Registration Number:	1983876	WESTEC
Registration Number:	2317474	WESTECH VIRTUAL JOB FAIR
Registration Number:	2639808	WORKFORCE BY DESIGN
Registration Number:	3164749	WORKFORCEBYDESIGN
Registration Number:	2664937	WWW.1-JOBS.COM

#### **CORRESPONDENCE DATA**

Fax Number: (215)981-4750

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

Phone: (215) 981-4547

Email: leonardm@pepperlaw.com
Correspondent Name: Michael J. Leonard, Esquire
Address Line 1: Eighteenth & Arch Streets
Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	111956.59
NAME OF SUBMITTER:	Michael J. Leonard
Signature:	/michael leonard/
Date:	12/21/2006

Total Attachments: 4

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# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered day of <u>December</u>, 2006, by and between Brassring LLC, a Delaware limited liability company, with a principal address 343 Winter Street, Waltham, Massachusetts 02451 ("Assignor") in favor of Kenexa Brassring, Inc., a Delaware corporation, with a principal address 650 East Swedesford Road, 2nd Floor, Wayne, PA 19087 ("Assignee"),

## WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark applications and registrations including but not limited to those identified in Schedule A, (hereinafter the "Trademarks"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
- 2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;
- 3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;
- 4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
- 5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;
- 6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the

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TRADEMARK REEL: 003448 FRAME: 0626 parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

BRASSRING LLC

By: Vanala Volk

Title: CFO
Date: 12/4/06

KENEXA BRASSRING, INC..

Name: Norredayn Karsay

Title: (FO

Date: 12 4/2000

#### ACKNOWLEDGMENT

STATE OF PENNSYLVANIA	:	
COUNTY OF DECAWARE Chests	:	SS

he/she did sign said instrument on behalf of Kenexa Brassring, Inc., a Delaware corporation, and acknowledges that

Swom to and subscribed before me this 411 day of becambe 2006.

Notary Public

My commission expires:

NOTARIAL SEAL
MICHELE CAMACHO
Notory Public
TREDYFFRIN TWP, CHESTER COUNTY
My Commission Expires Jon 28, 2009

(SEAL)

### **SCHEDULE** A

## **TRADEMARKS**

### **United States**

Trademark	Appl. No./ Reg. No.
1-JOBS.COM (Stylized)	2568885
BRASSRING	2721724
BRASSRING	2579428
BRASSRING & Design	78/611813
CUT & POST	2437573
ENTIRION	78/460503
HIGH TECH CAREER FAIR & Design	2523560
HIGH TECHNOLOGY CAREERS	2013345
HIGH TECHNOLOGY CAREERS	1986402
HIRESYSTEMS	2446566
HIRESYSTEMS	2395271
HIRESYSTEMS & Design	2403619
JOBOO	2511834
JOBS ARIZONA	2344429
JOBSAMERICA	2052327
NETFAIR	2494874
NETWORK EVENTS & Design	2320369
RESUME=LINK	1636770
TEAMFIT	2631966
THINKSHED	2756642
WESTEC	1983876
WESTECH VIRTUAL JOB FAIR	2317474
WORKFORCE BY DESIGN	2639808
WORKFORCEBYDESIGN	3164749
WWW.1-JOBS.COM	2664937

## Foreign

Country	Trademark	Appl. No./Reg. No.
Canada	BRASSRING	TMA587874
Canada	NETWORK EVENTS & Design	TMA584993
European Union	BRASSRING	2019115
European Union	BRASSRING & Design	4393922
European Union	WORKFORCEBYDESIGN	4393914

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**RECORDED: 12/21/2006** 

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