

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
VURV TECHNOLOGY, INC.		11/27/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3353 Peachtree Road, NE
Internal Address:	North Tower, Suite M-10
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78886767	VURV ENTERPRISE
Serial Number:	78886758	VURV STRATEGY
Serial Number:	78886845	VURV EXPRESS
Serial Number:	78858957	VURV TECHNOLOGY
Registration Number:	2970335	INSCOPE
Registration Number:	2978580	
Registration Number:	2836299	ACTIVEMAIL
Registration Number:	2701375	HRSCOPE
Registration Number:	2272196	RECRUITMAX
Serial Number:	78626427	DRIVEN TECHNOLOGIES
Serial Number:	78740714	VURV
Serial Number:	78784728	CORPORATE EDITION
Serial Number:	78784722	IMPACT

OP \$440.00 78886767

Serial Number:	78784732	STAFFING EDITION
Serial Number:	78784726	BALANCE
Serial Number:	78784733	BEYOND
Serial Number:	78784730	ALOHA

CORRESPONDENCE DATA

Fax Number: (404)962-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-885-3697
Email: trademarks@troutmansanders.com
Correspondent Name: Anne E. Yates
Address Line 1: 600 Peachtree Street, N.E.
Address Line 2: Troutman Sanders LLP - Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.719
NAME OF SUBMITTER:	Anne E. Yates
Signature:	/aey/
Date:	01/31/2007

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 27, 2006 by and between **SILICON VALLEY BANK** ("Bank") and **VURV TECHNOLOGY, INC.** ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and KnowledgePoint, Inc. dated November 27, 2006 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

(Signature page follows

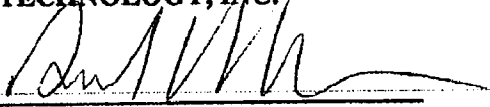
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

VURV TECHNOLOGY, INC.

~~7660 Centurion Parkway~~
Suite 1100
Jacksonville, FL 32256
Attn: Mr. Mark Silverman

By:  _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3353 Peachtree Road, NE
North Tower, Suite M-10
Atlanta, GA 30326
Attn: Dale Kirkland _____

By: _____

Title: _____

Signature page to Intellectual Property Security Agreement

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

VURV TECHNOLOGY, INC.

7660 Centurion Parkway
Suite 1100
Jacksonville, FL 32256
Attn: Mr. Mark Silverman

By: _____

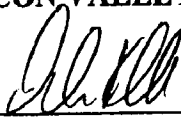
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3353 Peachtree Road, NE
North Tower, Suite M-10
Atlanta, GA 30326
Attn: Dale Kirkland _____

By:  _____

Title: SVP _____

Signature page to Intellectual Property Security Agreement

YURV TECHNOLOGY, INC.

Schedule A - Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner/Assignee</u>	<u>Security Interest</u>
Professional enterprise training guide	TXu-1-063-199	11/21/2002	Creative System Solutions d.b.a. Recruitmax Software	None recorded
Recruitmax explore & discover	TXu-1-066-236	11/21/2002	Creative System Solutions d.b.a. Recruitmax Software	None recorded

VURV TECHNOLOGY, INC.

Schedule B - Trademarks

<u>Mark</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner/Assignee</u>	<u>Security Interest</u>
VURV ENTERPRISE	Pending- passed	78/886767	05/18/2006	VURV TECHNOLOGY, INC.	None recorded
VURV STRATEGY	Pending- passed	78/886758	05/18/2006	VURV TECHNOLOGY, INC.	None recorded
VURV EXPRESS	Pending- passed	78/886845	05/18/2006	VURV TECHNOLOGY, INC.	None recorded
VURV TECHNOLOGY Stylized	Pending	78/858957	04/11/2006	VURV TECHNOLOGY, INC.	None recorded
INSCOPE	Registered	2970335	07/19/2005	Recruitmax Software, Inc.	None recorded
None (design only)	Registered	2978580	07/26/2005	Recruitmax Software, Inc.	None recorded
ACTIVEMAIL	Registered	2836299	04/27/2004	Recruitmax Software, Inc.	None recorded
HRSCOPE	Registered	2701375	03/25/2003	Recruitmax Software, Inc.	None recorded
RECRUITMAX	Registered	2272196	08/24/1999	Recruitmax Software, Inc.	None recorded
DRIVEN TECHNOLOGIES	Pending- allowed	78/626427	05/10/2005	Recruitmax Software, Inc.	None recorded
VURV	Pending- published	78/740714	10/26/2005	Recruitmax Software, Inc.	None recorded
CORPORATE EDITION	Pending	78/784728	01/04/2006	Recruitmax Software, Inc.	None recorded
IMPACT	Pending	78/784722	01/04/2006	Recruitmax Software, Inc.	None recorded
STAFFING EDITION	Pending	78/784732	01/04/2006	Recruitmax Software, Inc.	None recorded

Schedule B – Trademarks

**TRADEMARK
REEL: 003472 FRAME: 0246**

<u>Mark</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner/Assignee</u>	<u>Security Interest</u>
BALANCE	Pending	78/784726	01/04/2006	Recruitmax Software, Inc.	None recorded
BEYOND	Pending	78/784733	01/04/2006	Recruitmax Software, Inc.	None recorded
ALOHA	Pending	78/784730	01/04/2006	Recruitmax Software, Inc.	None recorded
BRIGHTSIDE	Abandoned	78/773075	12/14/2005	Recruitmax Software, Inc.	None recorded
MAXAR	Abandoned	78/773083	12/14/2005	Recruitmax Software, Inc.	None recorded
EADVOCATE	Abandoned	76/586122	04/12/2004	Recruitmax Software, Inc.	None recorded

YURV TECHNOLOGY, INC.

Schedule C – Patents/Patent Applications

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest</u>
Offline data collection	09/996,012 (2002/0080158)	11/29/2001	Recruitmax Software, Inc.	None recorded
Dynamic creation and processing of data collection forms	60/250,232	11/30/2000	Unknown	Unknown
Offline data collection	PCT/US01/44816	11/30/2001	HR Technologies, Inc.	Unknown

Schedule C – Patent/Patent Applications