

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kronos Solutions, Inc.		04/04/2008	CORPORATION: DELAWARE
Deploy Acquisition, LLC		04/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
Humetrics, LP		04/04/2008	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2789037	DEPLOY
Registration Number:	2786711	DEPLOY SOLUTIONS
Registration Number:	2587366	EMPLOY! BOARDPOST
Registration Number:	2613994	EMPLOY! BOARDPOST
Registration Number:	2786713	
Registration Number:	2524734	WORKROVER.COM
Registration Number:	2524733	
Registration Number:	2538679	BLUEPRINT FOR SUCCESSFUL HIRING

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

TRADEMARK

REEL: 003756 FRAME: 0060

900103729

OP \$215.00 2789037

Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33140
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	04/09/2008
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Total Attachments: 10
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kronos Solutions, Inc.
Deploy Acquisition, LLC
Humetrics, LP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 4, 2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse, as First Lien Collateral Agent

Internal

Address: _____

Street Address: Eleven Madison Avenue

City: New York

State: New York

Country: USA Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2789037; 2786711; 2587366; (see attached Schedule A)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

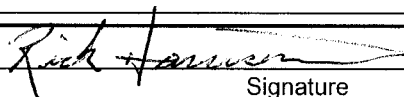
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

April 8, 2008

Date

Rick Harrison

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003756 FRAME: 0062

**SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

UNITED STATES TRADEMARKS

Registered Owner/Grantor	Trademark	Registration No.
Deploy Solutions, Inc.	Deploy	2789037
Deploy Solutions, Inc.	Deploy Solutions	2786711
Deploy Solutions, Inc.	Employ! Boardpost	2587366
Deploy Solutions, Inc.	Employ! Boardpost	2613994
Deploy Solutions, Inc.	Deploy logo	2786713
Humetrics, Inc.	Workover.com	2524734
Humetrics, Inc.	Misc. design	2524733
Humetrics, Inc.	Blueprint for Successful Hiring	2538679

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**First Lien IP Security Agreement**”), dated as of April 4, 2008, among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”), and CREDIT SUISSE, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “**Collateral Agent**”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the First Lien Security Agreement, dated as of June 11, 2007 (the “**First Lien Security Agreement**”), among SEAHAWK ACQUISITION CORPORATION, a Delaware corporation (“**Holdings**”), SEAHAWK MERGER SUB CORPORATION, a Massachusetts corporation (which on the Closing Date merged with and into KRONOS INCORPORATED, a Massachusetts corporation, with KRONOS INCORPORATED surviving such merger as the borrower, the “**Borrower**”), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.02, 1.05, 1.06 and 1.07 of the First Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4(d)(iv) of the First Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this First Lien IP Security Agreement for recording the Security Interest granted under the First Lien Security Agreement to the Collateral Agent in such Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

Section 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a first priority security interest (subject to any Permitted Liens) in all of such Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto, the United States Patent registrations and applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the “**Collateral**”).

Section 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this First Lien IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are

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unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

Section 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this First Lien IP Security Agreement.

Section 4. *Grants, Rights and Remedies.* This First Lien IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this First Lien IP Security Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

Section 5. *Counterparts.* This First Lien IP Security Agreement may be executed by one or more of the parties to this First Lien IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., a “pdf” or “tif”), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. **GOVERNING LAW. THIS FIRST LIEN IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

Section 7. *Severability.* Any provision of this First Lien IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the First Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8. *Notices.* All notices, requests and demands pursuant hereto shall be made in accordance with Section 9.02 of the First Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in

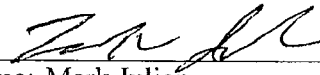
care of the Borrower at the Borrower's address set forth in Section 9.02 of the First Lien Credit Agreement.

Section 9. *Expenses.* Subject to Section 9.05 of the First Lien Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this First Lien IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this First Lien IP Security Agreement as of the day and year first above written.

KRONOS SOLUTIONS, INC.

By:



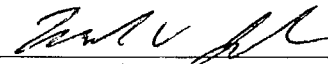
Name: Mark Julien

Title: Treasurer

DEPLOY ACQUISITION, LLC

By: Kronos Solutions, Inc.,
its sole member

By:



Name: Mark Julien

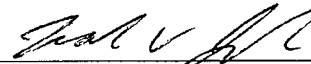
Title: Treasurer

HUMETRICS, LP

By: Deploy Acquisition, LLC
its general partner

By: Kronos Solutions, Inc.,
its sole member

By:




Name: Mark Julien

Title: Treasurer

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: JOHN D. TORONTO
Title: DIRECTOR

By: 
Name: SHAHEEN MALIK
Title: ASSOCIATE

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INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

UNITED STATES TRADEMARKS

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Humetrics, Inc.	Blueprint for Successful Hiring	2538679

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**SCHEDULE B TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

UNITED STATES PATENTS

None.

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**TRADEMARK
REEL: 003756 FRAME: 0070**

**SCHEDULE C TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

UNITED STATES COPYRIGHTS

None.

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