

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VAULT.COM, INC.		06/11/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT LENDING SERVICES CORPORATION		
<b>Street Address:</b>	44 Whippany Road		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07960		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2463263	ELECTRONIC WATERCOOLER	
<b>Registration Number:</b>	2332165	VAULT	
<b>Registration Number:</b>	2505803	BITCH ABOUT YOUR BOSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-851-8100		
<b>Email:</b>	cpierce@reedsmith.com		
<b>Correspondent Name:</b>	Carl H. Pierce, Esq.		
<b>Address Line 1:</b>	Reed Smith LLP, 1650 Market Street		
<b>Address Line 2:</b>	2500 One Liberty Place		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	869166.20155		
<b>NAME OF SUBMITTER:</b>	Carl H. Pierce, Esq.		

OP \$90.00 2463263

Signature:	/Carl H. Pierce, Esq./
Date:	07/03/2008
<b>Total Attachments: 9</b> source=vault sec interest#page1.tif source=vault sec interest#page2.tif source=vault sec interest#page3.tif source=vault sec interest#page4.tif source=vault sec interest#page5.tif source=vault sec interest#page6.tif source=vault sec interest#page7.tif source=vault sec interest#page8.tif source=vault sec interest#page9.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is between VAULT.COM, INC., a Delaware corporation (the "Borrower"), and CIT LENDING SERVICES CORPORATION (the "Administrative Agent") acting in its capacity as Administrative Agent pursuant to that certain Credit and Guaranty Agreement dated as of June 11, 2008 (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among the Borrower, the Lenders party thereto and the Administrative Agent.

### RECITALS:

A. The Borrower and the Administrative Agent on behalf of the Secured Parties have entered into that certain Security and Pledge Agreement, dated as of June 11, 2008 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Borrower has granted to the Administrative Agent on behalf of the Secured Parties a lien and security interest in all Intangibles of the Borrower, including, without limitation, all of the Borrower's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Borrower's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby grants to the Administrative Agent on behalf of the Secured Parties a lien and continuing security interest in all of the Borrower's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license (specifically excluding, however, any trademark license that by its terms would be defaulted by the granting of the security interest pursuant to this Agreement), including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark

Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Borrower hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its duly Authorized Signatory as of the 10 day of June, 2008.


**BORROWER:**

**VAULT.COM, INC.**

By Thomas A. Cunningham  
Name THOMAS A. CUNNINGHAM  
Title CFO

**ADMINISTRATIVE AGENT:**

**CIT LENDING SERVICES CORPORATION**  
as Administrative Agent

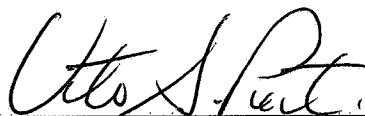
By:   
Name: Anthony Holland  
Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK )

COUNTY OF NEW YORK )

This instrument was acknowledged before me this <sup>th</sup> 11 day of June, 2008, by Thomas Cunningham, as Chief Financial Officer of VAULT.COM, INC. a Delaware corporation, on behalf of such corporation.



Notary Public in and for the State of New York

{Seal}

My commission expires: 7-8-2011

VITO S. PIACENTE  
Notary Public, State of New York  
No. 01PI4983694  
Qualified in New York County  
Commission Expires July 8, 2011

STATE OF NEW JERSEY  
COUNTY OF MORRIS

This instrument was acknowledged before me this 11 day of June, 2008, by ANTHONY HOLLAND, as VICE PRESIDENT of CIT LENDING SERVICES CORPORATION, on behalf of such bank.

{Seal}

Mary Ann Dunn  
Notary Public in and for the State of New Jersey  
May 8, 2011

My commission expires: May 8, 2011

**MARY ANN DUNN**  
Notary Public of New Jersey  
My Comm. Exp. May 8, 2011



**Schedule 1  
to  
Trademark Security Agreement**

**Federal Trademarks**

OWNER OF RECORD	COUNTRY OF REGISTRATION	TRADEMARK	APPLICATION OR REGISTRATION NO.	REGISTRATION DATE	EXPIRATION DATE	GOODS
Vault.com Inc.	U.S.	ELECTRONIC WATERCOOLER	2,463,263	6/26/2001		<p>class 35: computer services, namely, providing information on a wide range of general business, career, and employment-related information via a global computer information network</p> <p>class 38: providing online facilities, namely, electronic bulletin boards, electronic message boards, and online chat rooms for transmission of messages among computer users concerning a wide range of general business, career, and employment-related information</p>
Vault.com Inc.	U.S.	VAULT	2,332,165	3/21/2000		class 16: Paper goods and printed material,

OWNER OF RECORD	COUNTRY OF REGISTRATION	TRADEMARK	APPLICATION OR REGISTRATION No.	REGISTRATION DATE	EXPIRATION DATE	GOODS
						<p>namely, books and pamphlets containing information relating to employment selection, career counseling and placement, and employee recruitment</p> <p>class: 35 Business services, namely, career counseling, placement, and recruitment services; providing information relating to employment selection, career counseling and placement, and employee recruitment via a global communication information network; providing an on-line computer database in the field of employment selection, career counseling and placement</p> <p>class: 38 Providing on-line electronic bulletin boards for transmission</p>

OWNER OF RECORD	COUNTRY OF REGISTRATION	TRADEMARK	APPLICATION OR REGISTRATION NO.	REGISTRATION DATE	EXPIRATION DATE	GOODS
						of messages among computer users concerning employment selection, career counseling and placement
Vault.com Inc.	U.S.	BITCH ABOUT YOUR BOSS	2,505,803	11/13/2001		class 38: Providing online facilities, namely, electronic bulletin boards, electronic message boards, and online chat rooms for transmission of messages among computer users concerning a wide range of general business, career, and employment-related information

**State Trademarks**

OWNER OF RECORD	TRADEMARK	STATE	SERIAL NO.	FILING DATE

**Trademark Licenses**

AGREEMENT	PARTIES	DATE OF AGREEMENT