

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
Carol S. Pearson		10/01/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Kenexa Technology, Inc.		
Street Address:	650 Swedesford Road		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3067511	OTCI	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2159814194		
Email:	kennedy@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	Eighteenth and Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PALMYRA ATOLL 19103-2799		
ATTORNEY DOCKET NUMBER:	111956.19 OTCI		
NAME OF SUBMITTER:	Paul J. Kennedy		
Signature:	/Paul J. Kennedy/		
Date:	10/03/2008		

OP \$40.00 3067511

Total Attachments: 2

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ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES is executed as of October 7, 2008, by Carol S. Pearson, Ph.D., with an address at 7018 Partridge Place, Hyattsville, MD 20782, ("Assignor") in favor of Kenexa Technology, Inc., a Pennsylvania corporation, with offices at 650 East Swedesford Road, Wayne, PA 19087 (the "Assignee").

RECITALS

Assignor authored a scientifically validated measure, called the Organizational and Team Culture Indicator™ ("OTCI"). Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to certain intangible assets in connection with the sale of the OTCI and the goodwill associated with the OTCI by Assignor to Assignee pursuant to an Asset Purchase Agreement dated as of September 26, 2008 (the "Agreement"). All defined terms used herein shall have the same meaning given to them in the Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED:

1. Assignor grants, bargains, sells, assigns and transfers, to Assignee all intangible assets, including the OTCI and (a) all works of authorship (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all U.S. and foreign patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all common law, U.S. registered and foreign trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including the name "Organizational and Team Culture Indicator™", and all derivations thereof, (c) all common law, U.S. registered and foreign copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all domain names, websites, (f) all other proprietary rights, (g) all hard copies, electronic copies and tangible embodiments thereof (in whatever form or medium), and (h) all claims and rights to assert claims against third parties with respect to any of the preceding under the laws of any jurisdiction (collectively, the "Intangibles").
2. The Assignor names and irrevocably constitutes and appoints Assignees, with full power of substitution, the true and lawful attorney-in-fact for the Assignor to:
 - (i) Receive all rights and benefits pertaining to the Intangibles;
 - (ii) Institute and prosecute all proceedings and take all action that Assignee in its sole discretion may deem necessary or proper to record, assert or enforce any claim, right or title of any kind in and to the Intangibles; and

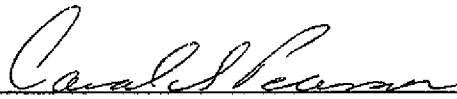
(iii) Defend and compromise any and all acts, suits and proceedings in respect of the Intangibles and do all such other acts and things in relation to the Intangibles as Assignee shall deem advisable.

The Assignor acknowledges that the foregoing powers are coupled with an interest and are irrevocable.

3. Simultaneously with the execution of this Assignment of Intangibles, the Assignor shall deliver to Assignee all notes, correspondence, and other related records and documents relating to the Intangibles.

4. The Assignor, for itself and its successors and assigns, covenants and agrees that it will at any time and from time to time, at the request of Assignee, its successors and assigns, do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances as Assignee, its successors or assigns, shall reasonably require to assure, convey and confirm to Assignee, its successors and assigns, full right, title, interest and benefit in and to the Intangibles.

5. This Assignment of Intangibles shall be binding on and benefit the Assignor, her heirs, representatives, successors and assigns and shall benefit Assignee, its successors and assigns.



Carol S. Pearson, Ph.D.