

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Makana Solutions, Inc.		09/08/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Salary.com, Inc.		
<b>Street Address:</b>	160 Gould Street		
<b>City:</b>	Needham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02494		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3462913	MAKANA	
Registration Number:	3642384	MAKANA MOTIVATOR	
Serial Number:	77570627	PLANNING TO PAYMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(781)622-5930		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	781 622 5930		
<b>Email:</b>	trademark@mabbp.com		
<b>Correspondent Name:</b>	Thomas F. Dunn		
<b>Address Line 1:</b>	Morse, Barnes-Brown & Pendleton, P.C.		
<b>Address Line 2:</b>	1601 Trapelo Road, Suite 205		
<b>Address Line 4:</b>	Waltham, MASSACHUSETTS 02451		
<b>ATTORNEY DOCKET NUMBER:</b>	MAKANA ASSIGN TO SALARY		
<b>NAME OF SUBMITTER:</b>	Thomas F. Dunn		

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Signature:	/Thomas F. Dunn/
Date:	09/16/2009
Total Attachments: 5 source=Assignment (M0106363)#page1.tif source=Assignment (M0106363)#page2.tif source=Assignment (M0106363)#page3.tif source=Assignment (M0106363)#page4.tif source=Assignment (M0106363)#page5.tif	

## TRADEMARK AND TRADE NAME ASSIGNMENT

This TRADEMARK AND TRADE NAME ASSIGNMENT is dated as of September 8, 2009 (this "Assignment") between **Makana Solutions, Inc.**, a Delaware corporation ("Assignor"), and **Salary.com, Inc.**, a Delaware corporation ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement, between Assignor and Assignee, dated September 8, 2009 (the "Purchase Agreement").

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, deliver, and assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark applications and renewal rights relating thereto (the "Marks").

**WHEREAS**, Assignor is the owner of the Marks; and

**WHEREAS**, Assignee wishes to be the owner of the Marks, and Assignor wishes to transfer all of its ownership of the Marks to Assignee;

**NOW, THEREFORE**, in consideration of the Purchase Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Marks, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Marks, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

5. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Marks.

6. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. In the event that any provision of this Assignment is construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of Delaware, other than any provision of Delaware law that would result in the application of the laws of any jurisdiction other than Delaware. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Assignor hereby requests and authorizes Mintz Levin, of One Financial Center, Boston, MA 02111 to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

[SIGNATURE ON FOLLOWING PAGE]

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

ASSIGNOR:

MAKANA SOLUTIONS, INC.

By: Elizabeth M. Cobb

Name: Elizabeth M. Cobb

Title: CEO and President

ASSIGNEE:

SALARY.COM, INC.

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Trademark and Trade Name Assignment]*

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

ASSIGNOR:

MAKANA SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: Elizabeth M. Cobb  
Title: CEO and President

ASSIGNEE:

SALARY.COM, INC.

By: Kevin Plunkett  
Name: Kevin Plunkett  
Title: CEO

Salary.com  
Legal  
Approved  
BGB 9-409

[Signature Page to Trademark and Trade Name Assignment]

Schedule A

Marks and Trade Names

- a. U.S. Federal Trademark Registration No. 3,462,913 registered July 8, 2008 for the service mark MAKANA in International Class 42 (Serial Number: 77/007302).
- b. U.S. Federal Trademark Registration No. 3,642,384 registered June 23, 2009 for the service mark MAKANA MOTIVATOR in International Class 42 (Serial Number: 77/534444).
- c. U.S. Intent-To-Use Trademark Application Serial No. 77/570,627 filed September 16, 2008 for the mark PLANNING TO PAYMENT in International Class 42.

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