

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
Silver Creek Technologies, LLC		10/21/2009	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	SnagAJob.com, Inc.		
Street Address:	4880 Cox Road		
Internal Address:	Suite 200		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23060		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3646728	SYSDINE	
CORRESPONDENCE DATA			
Fax Number:	(804)698-5142		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(804) 697-1278		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Robert L. Brooke		
Address Line 1:	600 Peachtree Street, N.E., Suite 5200		
Address Line 2:	Bank of America Plaza		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	039496.5		
NAME OF SUBMITTER:	Robert L. Brooke		
Signature:	/RobertL.Brooke/		

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Date:

11/12/2009

Total Attachments: 9

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TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (this "Agreement") is dated as of October **21**, 2009, by and between **SILVER CREEK TECHNOLOGIES, LLC**, a Tennessee limited liability company ("Assignor"), and **SNAGAJOB.COM, INC.**, a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated October **21**, 2009 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, transfer, convey and deliver to Assignee (i) the United States patent applications which are set forth on Schedule A attached hereto and incorporated herein by this reference, together with any corresponding patent applications filed by Assignor anywhere in the world which claim priority from the United States applications listed on Schedule A or from which the applications listed on Schedule A claim priority, and any patents, reissues, renewals, inventor's certificates, industrial design registrations or reexaminations issuing or resulting from any of the foregoing (collectively "Patents"); and (ii) the United States trademark registrations listed on Schedule B attached hereto and incorporated herein by this reference, and any corresponding registrations or pending applications filed by Assignor anywhere in the world, and all common law or other rights arising from Assignor's use of any other word, phrase, symbol, logo, design, brand or similar identifier in commerce to identify Assignor's products or services (collectively "Trademarks"); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the obligations of the parties under the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, pursuant and subject to the terms of the Purchase Agreement and for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Patents and Trademarks, together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Patents and Trademarks, the application and registration therefor, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past or future infringement of the Patents and Trademarks in the United States or any foreign jurisdiction.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other documents, at Assignor's cost, that are reasonably requested by Assignee to vest in Assignee all right, title and interest in and to the Patents and Trademarks, to give full effect to this Agreement, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

3. Relationship to Purchase Agreement. This Agreement is being delivered pursuant to the Purchase Agreement and will be construed consistently therewith. This Agreement is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the parties under the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern.

4. Counterpart Copies. This Agreement may be executed in counterparts (including by means of telecopied signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

5. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Virginia, including all matters of construction, validity and performance.

6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7. Assignment; Successors and Assigns. Neither party to this Agreement may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8. Amendment. Any provision of this Agreement may be amended or waived only in a writing signed by each of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its duly authorized representative to execute this Agreement as of the date first above written.

ASSIGNOR:

SILVER CREEK TECHNOLOGIES, LLC

By: David M. Brinkman
Name: *David M Brinkman*
Title: *CEO*

ASSIGNEE:

SNAGAJOB.COM, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK AND PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its duly authorized representative to execute this Agreement as of the date first above written.


ASSIGNOR:

SILVER CREEK TECHNOLOGIES, LLC

By: _____
Name:
Title:

ASSIGNEE:

SNAGAJOB.COM, INC.

By:  _____
Name: David E. Basher
Title: SVP/cfo

[SIGNATURE PAGE TO TRADEMARK AND PATENT ASSIGNMENT AGREEMENT]

SCHEDULE A

PATENTS

NONE

SCHEDULE B

TRADEMARKS

Registered Trademarks:

Sysdine (see Exhibit 1.68(a))

1867364v3

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



John Doll

Acting Director of the United States Patent and Trademark Office

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REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

Requirements in the First Ten Years*

What and When to File:

- First Filing: A Declaration of Continued Use (or Excusable Non-use), filed between the 5th and 6th years after the registration date. (See 15 U.S.C. §1058; 37 C.F.R. §2.161.)
- Second Filing: A Declaration of Continued Use (or Excusable Non-use) **and** an Application for Renewal, filed between the 9th and 10th years after the registration date. (See 15 U.S.C. §1058 and §1059; 37 C.F.R. §2.161 and 2.183.)

Requirements in Successive Ten-Year Periods*

What and When to File:

- A Declaration of Continued Use (or Excusable Non-use) **and** an Application for Renewal, filed between each 9th and 10th-year period after the date when the first ten-year period ends. (See 15 U.S.C. §1058 and §1059; 37 C.F.R. §2.161 and 2.183.)

Grace Period Filings*

There is a six-month grace period for filing the documents listed above, with payment of an additional fee.

The U.S. Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements. Therefore, you should contact the USPTO approximately one year prior to the deadlines set forth above to determine the requirements and fees for submission of the required filings.

NOTE: *Electronic forms for the above documents, as well as information regarding current filing requirements and fees, are available online at the USPTO web site:*

www.uspto.gov

**YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT
FILE THE DOCUMENTS IDENTIFIED ABOVE DURING THE
SPECIFIED TIME PERIODS.**

* Exception for the Extensions of Protection under the Madrid Protocol: The holder of an international registration with an extension of protection to the United States must file, under slightly different time periods, a Declaration of Continued Use (or Excusable Non-use) at the USPTO. See 15 U.S.C. §1141k; 37 C.F.R. §7.36. The renewal of an international registration, however, must be filed at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol. See 15 U.S.C. §1141j; 37 C.F.R. §7.41.

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,646,728

Registered June 30, 2009

SERVICE MARK
PRINCIPAL REGISTER

Sysdine

SILVER CREEK TECHNOLOGIES, LLC (TENNESSEE LIMITED LIABILITY COMPANY)
3201 HANOVER ROAD
JOHNSON CITY, TN 37604

FIRST USE 11-30-1998; IN COMMERCE 4-30-2002.

FOR: SOFTWARE FOR MANAGING PEOPLE RESOURCES, NAMELY, PROVIDING ONLINE NON-DOWNLOADABLE SOFTWARE APPLICATIONS FOR PROCESSING JOB APPLICATIONS, PRE-EMPLOYMENT TESTING, HIRING DECISION SUPPORT, EMPLOYEE REVIEWS, PERFORMANCE IMPROVEMENT PLANNING, TRACKING AND MANAGEMENT OF EMPLOYEE TRAINING AND TESTING, AND WORK FORCE SCHEDULING, IN CLASS 42 (U.S. CLS. 100 AND 101).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,667,269.

SER. NO. 77-624,407, FILED 12-3-2008.

JEFFREY LOOK, EXAMINING ATTORNEY