

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
Hit the Ground Running, Inc.		03/19/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kenexa Technology, Inc.		
Street Address:	650 East Swedesford Road		
Internal Address:	2nd Floor		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3306723	SINK OR SWIM EMPLOYEE INTEGRATION	
Registration Number:	3351101	JOB SPA EMPLOYEE ENGAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-981-4194		
Email:	kennedyp@pepperlaw.com, mulligar@pepperlaw.com, catalant@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, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	111956.19 HIT THE GROUND		
NAME OF SUBMITTER:	Paul J. Kennedy		

OP \$65.00 3306723

Signature:	/paul j. kennedy/
Date:	04/06/2010
Total Attachments: 3 source=Assignment of Intangibles#page1.tif source=Assignment of Intangibles#page2.tif source=Assignment of Intangibles#page3.tif	

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES is executed as of 17 MARCH, 2010, by Hit the Ground Running, Inc., a California corporation, with corporate offices at 12554 Montana Ave., Suite A, Los Angeles, CA 90049 ("Assignor") in favor of Kenexa Technology, Inc., a Pennsylvania corporation (the "Assignee"), with corporate offices at 650 East Swedesford Road, 2nd Floor, Wayne, Pennsylvania 19087.

RECITALS

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 assets of Assignor's business (the "Business") by Assignor to Assignee pursuant to an Asset Purchase Agreement dated as of 17 MARCH, 2010 (the "Agreement").

AGREEMENT

NOW, THEREFORE, IT IS AGREED:

1. Assignor grants, bargains, sells, assigns and transfers, to Assignee the Assignor's interest in the intangible assets used by the Business, including software, computer code, storage media, trademark registrations and applications, copyrighted works, copyright registrations and applications, all patents, if any, patent applications, inventions, trade secrets, know-how, customer and prospect lists, designs and the like, and all licenses, permits and registrations legally transferable and other Intellectual Property as defined in Section 4.17 of the Agreement and listed on Exhibit A hereto ("Intangibles"). Notwithstanding the foregoing, the parties acknowledge that the trademarks "Sink or Swim" and "Job Spa" are the titles of books written by Milo and Thuy Sindell, the principals of Assignor, and that such books are not being sold to the Assignee under the Agreement, and agree that Milo and Thuy Sindell shall continue to have full rights to the use of such trademarks in connection with the named books.

2. The Assignor names and irrevocably constitutes and appoints Assignee, 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 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. Within fifteen (15) days of the execution of this Assignment, the Assignor shall deliver to Assignee all notes, correspondence (including emails), and other related records and documents relating to the Intangibles.

4. Within sixty (60) days of the execution of this Assignment, the Assignor shall change the Assignor's corporate name to a name which is not being assigned to the Assignee hereunder or shall file for dissolution of the Assignor.

5. 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.

6. This Assignment shall be binding on and benefit the Assignor, its successors and assigns and shall benefit Assignee, its successors and assigns.

HIT THE GROUND RUNNING, INC.



By: _____

MS

TRADEMARK

REEL: 004180 FRAME: 0862

Exhibit A

1. "Sink or Swim" Trademark;
2. "Job Spa" Trademark;
3. URL: www.hitthegroundrunning.com;
4. URL: www.MyMGPro.com;
5. Sink or Swim New Employee Integration Program;
6. Job Spa Employee Engagement Program;
7. The Last 90 Days Employee Exiting Program; and
8. The Marshall Goldsmith Professional Success System Program.
9. Right to trademark "Hit the Ground Running" name and symbol;
10. Hit the Ground Running, Inc. - registered, legal name of the business.

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