

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Softscape, Inc.		09/17/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Softscape Software, LLC
Street Address:	1808 North Shoreline Boulevard
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3660712	SOFTSCAPE TALENTNET
Registration Number:	3660714	TALENTNET
Registration Number:	3645695	DRIVING BUSINESS PERFORMANCE
Registration Number:	3361527	PEOPLE MANAGEMENT EXPERTS
Registration Number:	3609266	PEOPLE MANAGEMENT
Registration Number:	3494542	SOFTSCAPE
Registration Number:	3364319	CASEONE
Registration Number:	3054556	RECRUITSCAPE
Registration Number:	3238099	SOFTSCAPE APEX
Registration Number:	3155114	APEX
Registration Number:	3174697	TALENT RESOURCE PLANNING
Registration Number:	3520979	TALENT RESOURCE PLANNING
Registration Number:	2976403	LIGHTYEAR
Registration Number:	2530208	ACHIEVEMENTPLUS

CH \$615.00 3660712

Registration Number:	2154170	SOFTSCAPE EXPLORER PLUS
Registration Number:	2189695	SOFTSCAPE QUICKFIND
Registration Number:	2181095	SOFTSCAPE POWERFOLDER
Registration Number:	2114642	SOFTSCAPE WORKSPACE
Registration Number:	2064124	SOFTSCAPE QUICKFIND
Registration Number:	2182668	SOFTSCAPE DESKTOP LIBRARY
Registration Number:	2058213	SOFTSCAPE
Serial Number:	77951472	TALENT MOBILITY
Serial Number:	77879513	SECURE-SAAS
Serial Number:	77654130	SOFTSCAPE TALENTNET

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: susan.zablocki@kirkland.com
Correspondent Name: Susan Zablocki
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Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38123-70
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	10/04/2010

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 17th day of September, 2010 ("Effective Date") by and among Softscape, Inc., a Delaware corporation ("Assignor") and Softscape Software, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 31, 2010, as amended from time to time (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademarks set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any

of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SOFTSCAPE, INC.



Name: Richard Wilkins

Title: CTO

SOFTSCAPE SOFTWARE LLC

Name: John Borgerding

Title: President

[Signature Page to the Trademark Assignment]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SOFTSCAPE, INC.

Name: _____

Title: _____

SOFTSCAPE SOFTWARE LLC



Name: John Borgerding

Title: President

[Signature Page to the Trademark Assignment]

SCHEDULE A

TRADEMARKS

Mark	Country	Application Number / Date	Registration Number / Date	Status
TALENT MOBILITY	U.S. Federal	77951472 05-Mar-2010		Pending
SECURE-SAAS	U.S. Federal	77879513 24-Nov-2009		Pending
SOFTSCAPE TALENTNET	U.S. Federal	77654130 22-Jan-2009	3660712 28-JUL-2009	Registered
TALENTNET	U.S. Federal	77654164 22-Jan-2009	3660714 28-JUL-2009	Registered
DRIVING BUSINESS PERFORMANCE	U.S. Federal	77449644 16-Apr-2008	3645695 30-JUN-2009	Registered
PEOPLE MANAGEMENT EXPERTS	U.S. Federal	77121903 05-Mar-2007	3361527 01-JAN-2008	Registered
PEOPLE MANAGEMENT	U.S. Federal	77121913 05-Mar-2007	3609266 21-APR-2009	Registered
SOFTSCAPE	U.S. Federal	77049970 22-Nov-2006	3494542 02-SEP-2008	Registered
CASEONE	U.S. Federal	77025963 20-Oct-2006	3364319 08-JAN-2008	Registered
RECRUITSCAPE	U.S. Federal	78556801 31-Jan-2005	3054556 31-JAN-2006	Registered
SOFTSCAPE APEX	U.S. Federal	78554890 27-Jan-2005	3238099 01-MAY-2007	Registered
APEX	U.S. Federal	78555192 27-Jan-2005	3155114 10-OCT-2006	Registered
TALENT RESOURCE PLANNING	U.S. Federal	78167151 24-Sep-2002	3174697 21-NOV-2006	Registered
TALENT RESOURCE PLANNING	U.S. Federal	76400743 24-Apr-2002	3520979 21-OCT-2008	Registered
LIGHTYEAR	U.S. Federal	75886362 03-Jan-2000	2976403 26-JUL-2005	Registered
ACHIEVEMENTPLUS	U.S. Federal	75576288 27-Oct-1998	2530208 15-JAN-2002	Registered
SOFTSCAPE EXPLORER PLUS	U.S. Federal	75097832 02-May-1996	2154170 28-APR-1998	Renewed (Registered)
SOFTSCAPE QUICKFIND	U.S.	75097523	2189695	Renewed

Mark	Country	Application Number / Date	Registration Number / Date	Status
	Federal	02-May-1996	15-SEP-1998	(Registered)
SOFTSCAPE POWERFOLDER	U.S. Federal	75097833 02-May-1996	2181095 11-AUG-1998	Renewed (Registered)
SOFTSCAPE WORKSPACE	U.S. Federal	75050330 30-Jan-1996	2114642 18-NOV-1997	Renewed (Registered)
SOFTSCAPE QUICKFIND	U.S. Federal	75050548 30-Jan-1996	2064124 20-MAY-1997	Renewed (Registered)
SOFTSCAPE DESKTOP LIBRARY	U.S. Federal	75050549 30-Jan-1996	2182668 18-AUG-1998	Renewed (Registered)
SOFTSCAPE	U.S. Federal	74709271 01-Aug-1995	2058213 29-APR-1997	Renewed (Registered)
SOFTSCAPE	Community Trademarks	6576748 15-Jan-2008	6576748 18-DEC-2008	Registered
Softscape	Community Trademarks	6576797 15-Jan-2008	6576797 15-JAN-2009	Registered
SOFTSCAPE APeX	Community Trademarks	6576731 15-Jan-2008	6576731 15-JAN-2009	Registered
LIGHTYEAR	Community Trademarks	6576672 15-Jan-2008	6576672 14-JAN-2009	Registered