

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBA Focus, LLC		12/07/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	SaaS Capital Funding, LLC		
Street Address:	1225 Hayward Avenue		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45208		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3444209	GLOBAL FOCUS	
Registration Number:	4208844	GTS	
Registration Number:	3545887	MBA FOCUS	
CORRESPONDENCE DATA			
Fax Number:	2123446101		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.908.3903		
Email:	Sarah.Herman@ThompsonHine.com		
Correspondent Name:	Sarah J. Herman		
Address Line 1:	Thompson Hine LLP		
Address Line 2:	335 Madison Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	079532-00006		

OP \$90.00 3444209

NAME OF SUBMITTER:	Sarah J. Herman
Signature:	/Sarah J. Herman/
Date:	12/10/2012
Total Attachments: 5 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif source=SecurityAgreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of December 7, 2012 by and between SaaS Capital Funding, LLC ("Grantee") and MBA Focus, LLC. ("Grantor").

RECITALS

A. Grantee has agreed to make certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"). The term "Trademarks" means trademarks, service marks and applications therefore, whether registered or not, trade names, or any word, name, symbol or device or any combination thereof used by a party to identify and distinguish the goods of such party, including a unique product, from those manufactured and sold by others, and to indicate the source of the goods, even if the source is unknown. All other capitalized terms used herein are used as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Trademarks to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor hereby grants and pledges to Grantee a first priority security interest in all of Grantor's right, title and interest in, to and under its Trademarks (including without limitation those Trademarks listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations in-part thereof.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Grantee of any one or more of the rights, powers or remedies

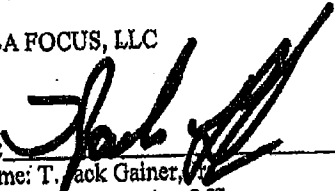
provided for in this Trademark Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by an person, including Grantee, of any or all other rights, powers or remedies.

Upon payment in full of any and all Obligations, the security interest and Liens granted hereunder shall be released and Grantor may file any appropriate documentation evidencing such release.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MBA FOCUS, LLC

By: 
Name: T. Jack Gainer, Jr.
Title: Chief Executive Officer

Address of Grantor:

5980 Wilcox Place

Dublin, Ohio 43016

Attn: T. Jack Gainer, Jr.

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: _____
Name: Todd Gardner
Title: Chief Executive Officer

Address of Grantee:

Attn: _____

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MBA FOCUS, LLC

By: _____

Name: T. Jack Gainer, Jr.

Title: Chief Executive Officer

Address of Grantor:

MBA Focus, LLC
5980 Wilcox Place
Dublin, OH 43016
Attention of: Chief Executive Officer
E-mail: tgainer@mbafocus.com
mshary@mbafocus.com

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: _____

Name: Todd Gardner

Title: Chief Executive Officer

Address of Grantee:

SaaS Capital Funding, LLC
1225 Hayward Avenue
Cincinnati, Ohio 45208
Attention: Todd Gardner
E-mail: tgardner@saas-capital.com

EXHIBIT A

Trademarks

<u>Registration/ (Application) Number</u>	<u>Registration/ (Application) Date</u>
3,444,209	10-Jun-2008
4,208,844	18-Sep-2012
3,545,887	16-Dec-2008

<u>Country</u>
U.S.
U.S.
U.S.

Mark
GLOBAL FOCUS
GTS
MBA FOCUS

Unregistered Marks
JOBMATCH
GLOBAL TALENT SYSTEM
MULTIPOST
SINGLESEARCH
INTERNNET
RRP
GLOBAL FOCUS SELECT
GLOBAL FOCUS MBA
GLOBAL FOCUS U
GTS MBA
GTS U

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