

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
RMOLDCO, INC.	FORMERLY RealMatch Inc.	02/13/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kreos Capital IV (Expert Fund) Limited		
Street Address:	47 Esplanade		
City:	St. Helier		
State/Country:	JERSEY		
Entity Type:	COMPANY: JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3564483	REALMATCH MEET YOUR JOB MATCH!	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-570-1000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	128557-216398		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Ryan E. Thomas

Signature:

/Ryan E. Thomas/

Date:

02/21/2013

Total Attachments: 6

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated February 13, 2013, is made by and between (i) RMOLDSCO, INC. (formerly RealMatch Inc.) (the “**Grantor**”), a corporation organized under the laws of the State of Delaware, with registered offices at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, and (ii) Kreos Capital IV (Expert Fund) Limited (“**Kreos**”), a company incorporated in Jersey under registered number 87844 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated February 13, 2013 (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant security interest in the intellectual property of the Grantor to Kreos, and the Grantor has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1. Grant of Security. Subject to the provisions of Loan Agreement, Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in Schedule A (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor subject to Section 7 below (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.8(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantor to Kreos now or hereafter existing under or in respect of the Loan Agreement (the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and in the event of any contradiction between this IP Security Agreement and the Loan Agreement, the provisions of the Loan Agreement will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

RMOLDCO, INC.

By: Gal Almog

Name: GAL ALMOG

Title: CEO

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: [Signature]

Name: RAUBSTEIN

Title: _____

SCHEDULE A

Patents

Issued Patents

None.

List of Patent Applications:

None.

Trademarks

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Mark</u>
3564483	January 20, 2009	RMOldCo, Inc.	RealMatch, meet your job match logo

List of Trademark Applications:

None.

Domain Names:

None.

Copyrights

None.