

## 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
SKILL SURVEY, INC.		11/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	12011 Sunset Hill Road		
Internal Address:	Suite 425		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85659031	THE Q	
Serial Number:	85659057	PREFERRAL	
Serial Number:	85659052	Q'D UP	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305983-1007 SKILL SURVEY		

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TRADEMARK  
 REEL: 005060 FRAME: 0848

CH \$90.00 85659031

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	07/01/2013
<b>Total Attachments: 5</b> source=Skill Survey signed IPSA updated 062013#page1.tif source=Skill Survey signed IPSA updated 062013#page2.tif source=Skill Survey signed IPSA updated 062013#page3.tif source=Skill Survey signed IPSA updated 062013#page4.tif source=Skill Survey signed IPSA updated 062013#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 21, 2009 by and between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank") and SKILL SURVEY, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property 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 any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

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

**GRANTOR:**

Address of Grantor:

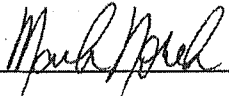
1055 Westlakes Drive, Suite 300  
Berwyn, PA 19312

Attn:

SKILL SURVEY, INC

By: 

Title: President and CEO

By: 

Title: DIRECTOR OF FINANCE

**BANK:**

Address of Bank:

11951 Freedom Drive, 13th Floor  
Reston, VA 20190

Attention: Blake Reid

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Title: Senior Vice President

**EXHIBIT A**

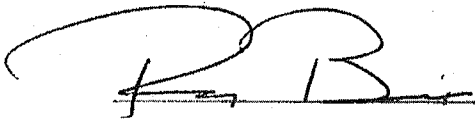
**Copyrights**

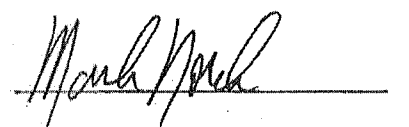
<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Skill Survey Application Screen Shots	TX0007222752	03/22/10
Surveys	TX 7-179-773	1/28/10
SkillSurvey Pre-Hire 360 – How It Works	VA 1-706-635	3/22/10
SkillSurvey Collection of Case Studies	TX 7-222-754	3/22/10
Various Surveys	TX 7-409-759	6/22/11
Surveys, Academic Advisor to Technical Support	TX 7-500-047	2/2/12

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent/ <u>Application</u> Number</u>	<u>Issue/ Application Date</u>
System and method for evaluating job candidates	10/912,433	08/04/04

  
RAY Bixler  
President and CEO

  
MARK NORBE  
DIRECTOR OF FINANCE

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PRE-HIRE 360	3,569,144	02/03/09
SKILLSURVEY	3,839,850	8/31/10
PASSIVE TALENT COMMUNITY	77/796,196	08/04/09
PASSIVE TALENT NETWORK	77/796,190	08/04/09
PASSIVE CANDIDATE COMPILEER	3,995,322	7/12/11
THE Q	4,351,532	06/11/13
PREREFERRAL	85/659,057	06/22/12
Q'D UP	85/659,052	06/22/12