

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNAGAJOB.COM, INC.		04/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL, LP		
Street Address:	2 WISCONSIN CIRCLE		
Internal Address:	SUITE 700		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85725552	READYHIRE	
Registration Number:	4179326	SNAGAJOB	
Registration Number:	2477984	SNAGAJOB.COM	
Registration Number:	3487421	SNAGAJOB.COM	
Registration Number:	3411545	SNAGAJOB.COM	
Registration Number:	3347747	SNAGAJOB.COM	
Registration Number:	3358751	LOG ON. FIND A JOB. GET TO WORK.	
Registration Number:	3646728	SYSDINE	
Registration Number:	3347748	THE #1 SOURCE FOR HOURLY EMPLOYMENT	
CORRESPONDENCE DATA			
Fax Number:	3104717990		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-471-3000		
Email:	RSILVA@LSL-LA.COM		
Correspondent Name:	LEVY, SMALL & LALLAS		
Address Line 1:	REBECCA SILVA		
Address Line 2:	815 MORAGA DRIVE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90049		

OP \$240.00 85725552

TRADEMARK

ATTORNEY DOCKET NUMBER:	2234.5060
NAME OF SUBMITTER:	rebecca silva
SIGNATURE:	/rebecca silva/
DATE SIGNED:	04/10/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 2, 2014 by and between Multiplier Capital, LP, a Delaware limited partnership ("Secured Party") and SNAGAJOB.COM, INC., a Delaware corporation ("Grantor").

RECITALS

A. Secured Party 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 Secured Party and Grantor dated of substantially 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). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party 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 Secured Party 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 Secured Party, 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 Secured Party, Grantor grants and pledges to Secured Party 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Secured Party, 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.

[signatures on next page]

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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:

SNAGAJOB.COM, INC.

4851 Lake Brook Drive
Glen Allen, VA 23060

By: 
Title: CFO

Attn: Keith Haas

SECURED PARTY:

Address of Secured Party:

MULTIPLIER CAPITAL, LP

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

By: _____
Title: _____

[Signature Page—Intellectual Property Security Agreement]

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:

SNAGAJOB.COM, INC.

4851 Lake Brook Drive
Glen Allen, VA 23060

By: _____
Title: _____

Attn: Keith Haas

SECURED PARTY:

Address of Secured Party:

MULTIPLIER CAPITAL, LP

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

By: *Kevin P. Skud*
Title: *Managing Member*

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C**Trademarks**

Description	Serial / Registration Number	Application/Registration Date
READYHIRE	85725552	September 11, 2012
SNAGAJOB	4179326	July 24, 2012
SYSDINE	3646728	June 30, 2009
SNAGAJOB.COM	2477984	August 14, 2001
SNAGAJOB.COM	3487421	August 19, 2008
SNAGAJOB.COM	3411545	April 15, 2008
SNAGAJOB.COM	3347747	December 4, 2007
LOG ON. FIND A JOB. GET TO WORK.	3358751	December 25, 2007
THE #1 SOURCE FOR HOURLY EMPLOYMENT	3347748	December 04, 2007