

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Business Machines Corporation		12/31/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	SCMC Acquisition, LLC		
Street Address:	500 Boylston Street		
Internal Address:	20th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3209636	IPAS	
Registration Number:	3208693	COMPANALYST	
Registration Number:	3744781	SALARY.COM	
Registration Number:	3332463	COMPANALYST EXECUTIVE	
Registration Number:	3723446	PLANNING TO PAYMENT	
Registration Number:	2781011	SALARY WIZARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	77083.00074		
NAME OF SUBMITTER:	Laura C. Yip		

CH \$165.00 3209636

SIGNATURE:	/Laura C. Yip/
DATE SIGNED:	01/04/2016
Total Attachments: 11 source=Trademark Assignment Agreement_Redacted#page1.tif source=Trademark Assignment Agreement_Redacted#page2.tif source=Trademark Assignment Agreement_Redacted#page3.tif source=Trademark Assignment Agreement_Redacted#page4.tif source=Trademark Assignment Agreement_Redacted#page5.tif source=Trademark Assignment Agreement_Redacted#page6.tif source=Trademark Assignment Agreement_Redacted#page7.tif source=Trademark Assignment Agreement_Redacted#page8.tif source=Trademark Assignment Agreement_Redacted#page9.tif source=Trademark Assignment Agreement_Redacted#page10.tif source=Trademark Assignment Agreement_Redacted#page11.tif	

TRADEMARK ASSIGNMENT AGREEMENT [REDACTED]

This Trademark Assignment Agreement (this “Agreement”), effective as of 11:59PM United States Eastern Time on the Closing Date, is by and between International Business Machines Corporation, a New York corporation located at 1 New Orchard Road; Armonk, NY 10504 (“Assignor” or “Seller”) and SCMC Acquisition, LLC (“Assignee”), a Delaware limited liability company, located at 500 Boylston Street, 20th Floor, Boston, MA 02116 (each individually referred to herein as “Party” and collectively as “Parties”).

[REDACTED]

1.2 “Assigned Marks” as used herein shall mean the Seller Domain Names, Seller Trademarks.

1.3 “Seller Domain Names” shall mean those domain names and associated domain name registrations used or registered by Assignor as of or prior to the Closing Date that are principally related to the Assigned Materials all of which are listed on Exhibit A hereto. Seller Domain Names shall not include any websites associated with such domain names including the content thereof or look and feel except as explicitly assigned in Assigned Documentation (as defined in the Intellectual Property Agreement).

1.4 “Seller Trademarks” shall mean those trademarks and service marks identified in the registrations listed on Exhibit B hereto used in connection with the goods and services identified in said registrations, including any applicable foreign counterparts, and the goodwill of the business pertaining to such registrations, used by Assignor as of or prior to the Closing Date, that are primarily used in connection with the Assigned Materials.

II. ASSIGNMENT

2.1 As of the Closing Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all worldwide right, title and interest Assignor now has or ever has had in and to each of the Assigned Marks in all jurisdictions where Assignor has rights, together with the associated goodwill of the business symbolized thereby (alone, apart from, and not including the goodwill symbolized by any other mark or logo, including the “*IBM*” mark or logo, and the “*Kenexa*” mark or logo) and with all benefits of the registrations therefor.

[REDACTED]

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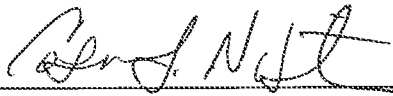
[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly signed as of the date set forth below.

**INTERNATIONAL BUSINESS MACHINES
CORPORATION**

By: 

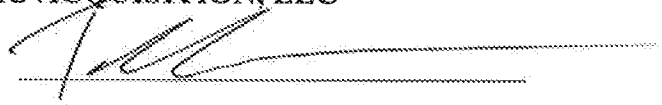
Name: Cosmo L. Nista
Title: Vice President, Corporate Development

Dated: 12-31-15



SCMC ACQUISITION, LLC

By:



Name: Todd Ofenloch

Title: Vice President, Assistant Secretary
and Treasurer

Dated: December 31, 2015

Exhibit A

Seller Domain Names

Domain Name
career.com
companalyst.com
dadsalary.com
dadsalarywizard.com
dadssalary.com
dadssssalarywizard.com
ipas.com
ipasglobal.com
ipasnet.com
mompaycheck.com
momsalarywizard.com
momssalary.com
momssalarywizard.com
motherssalary.com
motherssalary.com
mysalaries.com
mysalary.com
mysalaryreport.com
salariesonline.com
salary.com
salaryadvice.com
salaryanswers.com
salaryappraiser.com
salarydatasearch.com
salarymatrix.com
salarymeter.com
salarynews.com
salaryplanner.com
salaryquestions.com
salaryquotes.com
salaryranger.com
salaryregister.com
salaryreport.com
salaryscore.com
salaryservice.com
salaryshare.com
salaryspots.com
salarytalk.com
salarytrax.com
salarytv.com



salaryu.com
salaryuniversity.com
salaryvalues.com
salaryvault.com
salarywizard.biz
salarywizard.cn
salarywizard.com
salarywizard.info
salarywizard.net
salarywizard.org
salarywizardpro.com
salarywizardprofessional.com
salaryworld.com
searchpaydata.com
searchsalarydata.com
slaary.com
slry.com
slry.info
thepayscore.com



Exhibit B

Seller Trademarks

U.S. Service Marks

Trademark	Jurisdiction	Registration Number	Intl. Class
IPAS	U.S. Federal	3209636	35
COMPANALYST	U.S. Federal	3208693	42
SALARY.COM	U.S. Federal	3744781	42
COMPANALYST EXECUTIVE	U.S. Federal	3332463	42
PLANNING TO PAYMENT	U.S. Federal	3723446	42
SALARY WIZARD	U.S. Federal	2781011	42

Foreign Service Marks

Trademark	Jurisdiction	Registration Number	Intl. Class
SALARY.COM	International Register (WO)	1057308	42
SALARY.COM	Japan	1057308	42
SALARY.COM	China	9045480	35
SALARY.COM	China	9606403	42