

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Immedia Technology Group, Inc.		09/13/2004	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dice Career Solutions, Inc.		
<b>Street Address:</b>	Three Park Avenue, 32nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2919153	CLEARANCEJOBS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415 268 6327		
<b>Email:</b>	rlal@mofo.com		
<b>Correspondent Name:</b>	Lynn M. Humphreys		
<b>Address Line 1:</b>	Morrison & Foerster LLP, 425 Market St.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>NAME OF SUBMITTER:</b>	Lynn M. Humphreys		
<b>Signature:</b>	/Lynn M. Humphreys/		
<b>Date:</b>	09/22/2005		

**CH \$40.00 2919153**

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is made as of September 13, 2004 (the "**Effective Date**") by and between Immedia Technology Group, Inc. ("**Assignor**"), a Georgia corporation with its principal place of business at Suite D125, 3245 Peachtree Parkway Suwanee, GA 30024, and Dice Career Solutions, Inc. ("**Assignee**"), a Delaware corporation with its principal place of business at Three Park Avenue, 32nd Floor, New York, NY 10016 (referred to collectively as the "**Parties**" and individually as a "**Party**").

**WHEREAS**, Assignor is the sole owner of all rights, title and interest in and to U.S. Trademark Registration No. 2919153 for CLEARANCEJOBS.COM & design incorporated herein by this reference ("**Mark**"), and to the goodwill and reputation of the business connected with and symbolized by the Mark;

**WHEREAS**, Assignor wishes to assign all right, title and interest in and to the Mark to Assignee, and Assignee wishes to accept such assignment;


**NOW, THEREFORE**, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

**1. Trademark Assignment.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark together with all goodwill, and all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Mark. Assignor also agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be necessary, in the opinion of Assignee, to enforce Assignee's rights in the Mark; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

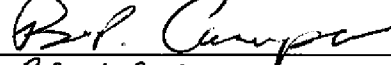
**2. Miscellaneous.** This Agreement is made under and shall be construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR- Immedia Technology Group, Inc.

By:   
Name: EVAN H. LESSER  
Title: VICE PRESIDENT

ASSIGNEE - DICE CAREER SOLUTIONS, INC.

By:   
Name: BRIAN P. CAMPESSE  
Vice President  
Title: \_\_\_\_\_