

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Hirehealth, LLC		11/14/2005	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Biospace, Inc.		
<b>Street Address:</b>	353 Berea Road		
<b>Internal Address:</b>	c/o OnTargetJobs, Inc.		
<b>City:</b>	Walden		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12586		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2906129	HIREHEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 728-8849		
<b>Email:</b>	vnicolau@willkie.com		
<b>Correspondent Name:</b>	Grace J. Yoo		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 2:</b>	Willkie Farr & Gallagher LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Grace J. Yoo		
<b>Signature:</b>	/gracejyoo/		
<b>Date:</b>	11/21/2005		

CH \$40.00 2906129

Total Attachments: 5

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 14, 2005, by and between Hirehealth, LLC, a New Jersey limited liability company ("Assignor"), and Biospace, Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (the "Trademarks");

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as the same has been amended, modified or supplemented from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Trademarks; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this Assignment evidencing the assignment, sale and transfer to the Assignee of the Trademarks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, free and clear of all Liens, other than Permitted Liens, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, including the right to license others under the Trademarks and the right to renew any trademark registration which shall issue from any application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks, with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof.

3. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions set forth in the Purchase Agreement in any manner whatsoever. This instrument does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this instrument, the provisions of the Purchase Agreement shall control.

4. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Assignor hereby agrees to execute upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

**[Remainder of the page is left blank intentionally. Signature page follows.]**

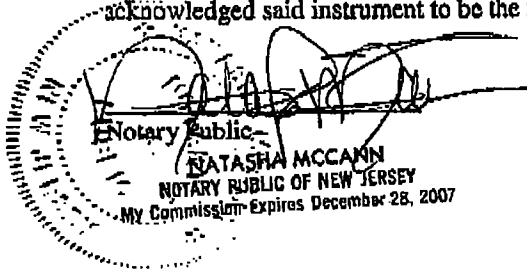
IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:  
HIREHEALTH, LLC

BY: J. Christoper Amato  
Name: J. CHRISTOPHER AMATO  
Title: PRESIDENT

STATE OF NS )  
 )ss:  
COUNTY OF Monmouth

On this 14<sup>th</sup> day of November, 2005, before me personally appeared J. Christopher Amato to me personally known, who, being duly sworn, did say that s/he is the President of Hirehealth, LLC and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.



ASSIGNEE:  
BIOSPACE, INC.

BY: \_\_\_\_\_  
Name: Allen W. Paschal  
Title: Chief Executive Officer

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of November, 2005, before me personally appeared Allen W. Paschal, to me personally known, who, being duly sworn, did say that he is the Chief Executive Officer of Biospace, Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[ Signature Page to the Trademark Assignment ]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:  
HIREHEALTH, LLC

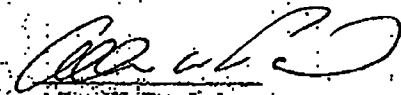
BY: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of November, 2005, before me personally appeared \_\_\_\_\_ to me personally known, who, being duly sworn, did say that s/he is the \_\_\_\_\_ of Hirehealth, LLC and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

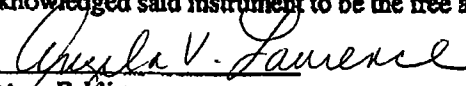
\_\_\_\_\_  
Notary Public

ASSIGNEE:  
BIOSPACE, INC.

BY:   
Name: Allen W. Paschal  
Title: Chief Executive Officer

STATE OF New York )  
  )ss:  
COUNTY OF New York )

On this 14th day of November, 2005, before me personally appeared Allen W. Paschal, to me personally known, who, being duly sworn, did say that he is the Chief Executive Officer of Biospace, Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

ANGELA V. LAWRENCE  
Notary Public, State of New York  
No. 03-4715081  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires July 31, 2006

[ Signature Page to the Trademark Assignment ]

**Schedule A**

**Trademarks and Service Marks and Applications and Registrations Therefor**

<b>Mark</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>
HIREHEALTH	2906129	6/27/01