

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Career Resources, Inc.		02/13/2007	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	MYCAREERNETWORK.COM, LLC		
Street Address:	12700 Shelbyville Road		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40243-1599		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78928901	LOUISVILLEWORKS.COM	
CORRESPONDENCE DATA			
Fax Number:	(703)668-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-668-8042		
Email:	dcdocketing@hdp.com		
Correspondent Name:	David R Haarz		
Address Line 1:	11730 Plaza America Dr		
Address Line 2:	Suite 600		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	15204-400001		
NAME OF SUBMITTER:	David R Haarz		
Signature:	/david r haarz/		
Date:	04/18/2008		

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Total Attachments: 3

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**TRADEMARK, DOMAIN NAME AND WEBSITE
PURCHASE AND ASSIGNMENT AGREEMENT**

THIS TRADEMARK AND DOMAIN NAME PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement") is entered into and made effective this 13 day of March, 2007, by and between Career Resources, Inc. ("Assignor") and MyCareerNetwork.com, LLC ("Assignee"). Assignee and Assignor are each referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, Assignor has used since at least as early as August 19, 2000 the trademark and service mark "LOUISVILLEWORKS.COM" (the "Mark"), and owns a United States federal trademark application for the Mark in International Class 35, Serial No. 78/928,901, for use in connection with "providing on-line personnel recruitment, personnel management information and job search information services; providing an interactive computer database featuring recruitment and employment information, career information and resources, resume posting, resume transmittal and communication of responses thereto via a global computer network" (the "Application"); and

WHEREAS, Assignor also exclusively owns the domain name "louisvilleworks.com" (the "Domain Name") and the corresponding website located at "louisvilleworks.com" (the "Site") used in connection with the provision of a job portal, regional job listings, and other workforce and human resource solutions (the "Services"); and

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Mark, the Application, the Domain Name and the Site, and the entire goodwill symbolized by and associated therewith; and

WHEREAS, Assignor is willing to assign to Assignee all right, title and interest in and to the Mark, the Application, the Domain Name and the Site, along with the goodwill of Assignor's Services symbolized by and associated with the Mark and the Domain Name, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment. In consideration of the payment set forth in Section 2, Assignor hereby assigns to Assignee all rights, title and interest in and to the Mark, the Application, the Domain Name and the Site, together with the goodwill in connection with which the Mark is used and that is symbolized by the Mark, and all other rights that Assignor has enjoyed under the Mark throughout all countries of the world, including any and all rights of recovery based on past infringement of the Mark and the Site, all rights to be held and enjoyed by Assignee, its successors and assigns. Promptly after execution of this Agreement by the Parties, Assignor shall deliver to Assignee (a) all documentation as described in Section 4 of this Agreement; (b) Assignor's complete Domain Name file; and (c) Assignor's complete Application file, including at least one (1) specimen provided to the United States Patent and Trademark Office ("PTO") in support of registration of the Mark.

2. Compensation. Upon execution of this Agreement by each of the Parties, Assignee shall deliver to Assignor the sum of Three Thousand Dollars (\$3,000.00) in full payment and consideration for the assignment and Assignor's other undertakings as provided in this Agreement, the receipt and sufficiency of which is acknowledged by Assignor.

3. Representations and Warranties. Assignor warrants that: (a) it is the owner of the Mark and Application as applied to the Services and has the right to enter into this Agreement; (b) there are no challenges to Assignor's ownership of the Mark or the Application or its right to assign the Mark or Application and any associated goodwill to Assignee; (c) Assignor has not abandoned use of the Mark and has continuously used the Mark since its adoption in connection with the Services in interstate commerce; and (d) Assignor shall not adopt or use any mark or name that is the same as, or confusingly similar to, the Mark, or that tends to dilute its distinctiveness, without the prior written consent of Assignee. It is expressly acknowledged that with respect to the Mark for which registration is being sought in the U.S. under the intent-to-use provision of the Trademark Act (15 U.S.C. §1051(b)), Assignor is assigning the Mark as part of the entire business or portion thereof, including without limitation, the Site, to which the Mark pertains. Notwithstanding the foregoing, Assignee acknowledges Assignor has notified Assignee that Greater Louisville, Inc. has notified Assignor that Greater Louisville, Inc. believes it has rights in or to a trademark similar to the Mark. As a result, the warranty contained in subsection (b) above shall not apply with respect to the claim made by Greater Louisville, Inc.

4. Proof of Ownership; Further Assurances. Assignor agrees to cooperate with and reasonably assist Assignee in obtaining, enforcing and defending the Mark and Application, including without limitation, any applications to register the Mark for goods and services the same as or similar to the Services of Assignor prior to the date of this Agreement. Assignor agrees to execute and deliver at the reasonable request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may reasonably request, at Assignee's sole expense, to vest all Assignor's rights, title, and interest in and to the Mark, the Application, the Domain Name and the Site in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor. Assignee shall reimburse Assignor's reasonable out-of-pocket expenses incurred by Assignor as a result of any request made by Assignee pursuant to this Section 4.

5. Survival. This Agreement shall be effective as of the date first above written. Assignor's obligations under Section 4 shall terminate five (5) years after the date of Assignee's registration of the Mark or on the date of any final, unappealed or unappealable administrative agency or court decision upholding refusal of the Application by the PTO.

6. Miscellaneous. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in all respects, including validity, interpretation and effect, in accordance with the laws of the State of Kentucky without giving effect to the principles of conflicts of laws thereof. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the Parties to the terms and conditions of this Agreement. Any notice required or permitted by this Agreement will be in writing and will be sent by prepaid mail, return receipt requested, or by prepaid express courier, to the address shown at the beginning of this Agreement. The effective date of any notice sent will be the date on which it is received.

[Signature Page(s) Follow this Page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates below written.

CAREER RESOURCES, INC.

MYCAREERNETWORK.COM, LLC

By: *D Stanley Pearman*
Name: *D Stanley Pearman*
(Print or Type)
Title: *Acting President + CEO*

Signature: *[Signature]*
Name: *R. Collie King, III*
(Print or Type)
Title: *CEO / President*

STATE OF *Kentucky*)
COUNTY OF *Jefferson*)

On this *13th* day of February, 2007, before me personally came *Collie King & Stanley Pearman* to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

[Signature] *05-20-2008*
Notary Public