

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OnTargetJobs, Inc. (and its subsidiaries)		02/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Financial LLC		
Street Address:	400 Park Avenue, Suite 1510		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2516378	CAREERBANK	
Registration Number:	2529006	CAREERBANK.COM	
Registration Number:	2764410	RECRUITMINDS	
Registration Number:	2089577	BIOSPACE	
Registration Number:	3041647	BIOCORRIDOR	
Registration Number:	2906129	HIREHEALTH	
Registration Number:	2567638	ASK PAM	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		

CH \$190.00 2516378

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: CHURCHILL SEC INT (HS)

NAME OF SUBMITTER: Hayley Smith

Signature: //Hayley Smith//

Date: 07/15/2009

Total Attachments: 9
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 8, 2008, by OnTargetJobs, Inc. and its Subsidiaries signatory hereto (individually, a "Pledgor" and collectively, the "Pledgors"), in favor of Churchill Financial LLC, in its capacity as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date herewith (the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all products and proceeds and the right to sue for and collect damages from past, present or future infringement or dilution of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Loan Document Obligations and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, upon any Pledgor's request, execute, acknowledge, and deliver to such Pledgor an instrument in

writing in recordable form releasing the lien and security interest in the Trademarks pledged under this Trademark Security Agreement.

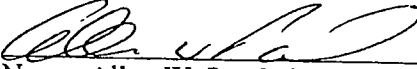
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


NESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be
d and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

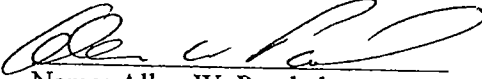
**APPLIED RECRUITMENT
TECHNOLIGIES, INC.**

By: 
Name: Allen W. Paschal
Title: Vice President

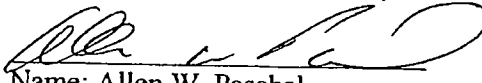
BIOSPACE, INC.

By: 
Name: Allen W. Paschal
Title: Vice President

CAREERBANK, INC.

By: 
Name: Allen W. Paschal
Title: Vice President

REGIONALHELPWANTED.COM, INC.

By: 
Name: Allen W. Paschal
Title: Vice President

[Signature Page to Trademark Security Agreement]

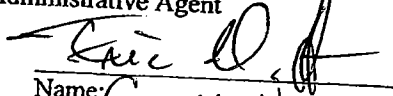
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Accepted and Agreed:

CHURCHILL FINANCIAL LLC,
as Administrative Agent

By:


Name: Eric M. Hee
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND COPYRIGHT APPLICATIONS

TRADEMARK LICENSES:

Licensed to: Applied Recruitment Technologies, Inc. ("ART")

1. Trademark License Agreement by and between ART and American Academy of Ambulatory Care Nursing, dated as of May 15, 2003.
2. Trademark License Agreement by and between ART and American Association of Cardiovascular and Pulmonary Rehabilitation, dated as of April 1, 2006.
3. Trademark License Agreement by and between ART and American Academy of Dermatology, dated as of October 1, 2004.
4. Trademark License Agreement by and between ART and American Association of Gynecologic Laparoscopists dated as of July 1, 2003.
5. Trademark License Agreement by and between ART and American Association for Medical Transcription, dated as of January 29, 2004.
6. Trademark License Agreement by and between ART and American Academy of Nurse Practitioners, dated as of May 31, 2001.
7. Trademark License Agreement by and between ART and American Association of Neurological Surgeons, dated as of September 3, 2003.
8. Trademark License Agreement by and between ART and American Association of Occupational Health Nurses, Inc., dated as of July 14, 2003.
9. Trademark License Agreement by and between ART and American Association of Oral and Maxillofacial Surgeons, dated as of January 1, 2001.
10. Trademark License Agreement by and between ART and American Academy of Physician Assistants, dated as of June 1, 2004.
11. Trademark License Agreement by and between ART and American Academy of Professional Coders, dated as of September 2, 2003.

12. Trademark License Agreement by and between ART and American Counseling Association, dated as of February 14, 2003.
13. Trademark License Agreement by and between ART and American College of Allergy, Asthma & Immunology, dated as of March 5, 2003.
14. Trademark License Agreement by and between ART and American College of Cardiology, dated as of May 30, 2003.
15. Trademark License Agreement by and between ART and American College of Chest Physicians, dated as of October 1, 2003.
16. Trademark License Agreement by and between ART and American College of Emergency Physicians, dated as of June 15, 2004.
17. Trademark License Agreement by and between ART and American College of Foot and Ankle Surgeons, dated as of June 1, 2003.
18. Trademark License Agreement by and between ART and American College of Nurse Midwives, dated as of March 12, 2003.
19. Trademark License Agreement by and between ART and American College of Occupational and Environmental Medicine, dated as of September 27, 2001.
20. Trademark License Agreement by and between ART and American College of Obstetricians and Gynecologists, dated as of December 17, 2003.
21. Trademark License Agreement by and between ART and American College of Physician Executives, dated as of January 1, 2001.
22. Trademark License Agreement by and between ART and American College of Preventive Medicine, dated as of January 13, 2003.
23. Trademark License Agreement by and between ART and American College of Rheumatology, dated as of February 3, 2004.
24. Trademark License Agreement by and between ART and American College of Surgeons, dated as of September 2, 2003.
25. Trademark License Agreement by and between ART and American Gastroenterological Association, dated as of October 1, 2004.

26. Trademark License Agreement by and between ART and American Geriatrics Society, dated as of March 16, 2004.

27. Trademark License Agreement by and between ART and American Academy of Medical Surgical Nurses, dated as of March 15, 2003.

28. Trademark License Agreement by and between ART and American Medical Technologists, dated as of March 7, 2003.

29. Trademark License Agreement by and between ART and American Psychiatric Association, dated as of January 1, 2004.

30. Trademark License Agreement by and between ART and American Psychiatric Nurses Association, dated as of June 20, 2001.

31. Trademark License Agreement by and between ART and American Society of Microbiology, dated as of August 1, 2004.

32. Trademark License Agreement by and between ART and American Society of PeriAnesthesia Nurses, dated as of February 21, 2003.

33. Trademark License Agreement by and between ART and American Society of Radiologic Technologists, dated as of January 1, 2004.

34. Trademark License Agreement by and between ART and College of American Pathologists, dated as of November 2, 2004.

35. Trademark License Agreement by and between ART and Dermatology Nurses' Association, dated as of October 1, 2004.

36. Trademark License Agreement by and between ART and Healthcare Information and Management Systems Society, dated as of May 1, 2004.

37. Trademark License Agreement by and between ART and Infectious Diseases Society of America HIV Medicine Association, dated as of June 2, 2004.

38. Trademark License Agreement by and between ART and National Association of Orthopaedic Nurses, dated as of February 14, 2003.

39. Trademark License Agreement by and between ART and North American Spine Society, dated as of March 1, 2003, as amended on September 25, 2003.

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40. Trademark License Agreement by and between ART and National League for Nursing, dated as of June 30, 2003.

41. Trademark License Agreement by and between ART and Society of Gastroenterology Nurses and Associates, Inc., dated as of July 1, 2003.

42. Trademark License Agreement by and between ART and American Society of Radiologic Technologists dated January 1, 2006.

43. Trademark License Agreement by and between ART and American Nurses Association dated December 12, 2005.

44. Trademark License Agreement by and between ART and Association of Women's Health, Obstetric and Neonatal Nurses dated April 15, 2005.

45. Trademark License Agreement by and between ART and American Academy of Otolaryngology – Head and Neck Surgery dated June 22, 2005.

46. Trademark License Agreement by and between ART and Association of Neuromuscular & Electrodiagnostic Medicine dated July 21, 2006.

47. Trademark License Agreement by and between ART and American Dietetic Association, dated as of March 1, 2004

Non-Healthcare

48. Trademark License Agreement by and between ART and Warehousing Education and Research Council, dated as of April 11, 2003.

Family Physicians

49. Trademark License Agreement by and between ART and California Academy of Family Physicians, dated as of September 12, 2003.

50. Trademark License Agreement by and between ART and Florida Academy of Family Physicians, dated as of November 19, 2003.

51. Trademark License Agreement by and between ART and Georgia Academy of Family Physicians, dated as of October 15, 2003.

52. Trademark License Agreement by and between ART and Pennsylvania Academy of Family Physicians, dated as of October 16, 2003.

53. Trademark License Agreement by and between ART and Colorado Academy of Family Physicians, dated as of November 11, 2003.

54. Trademark License Agreement by and between ART and Missouri Academy of Family Physicians, dated as of December 15, 2003.

55. Trademark License Agreement by and between ART and New York State Academy of Family Physicians, dated as of February 17, 2004.

56. Trademark License Agreement by and between ART and Wisconsin Academy of Family Physicians, dated as of February 17, 2004.

57. Trademark License Agreement by and between ART and Illinois Academy of Family Physicians, dated as of March 8, 2004.

58. Trademark License Agreement by and between ART and Texas Academy of Family Physicians, dated as of May 18, 2004.

59. Trademark License Agreement by and between ART and Maryland Academy of Family Physicians, dated as of September 1, 2004.

60. Trademark License Agreement by and between ART and Oklahoma Academy of Family Physicians dated January 25, 2005.

TRADEMARKS:

Mark	Owner	Registration Number	Expiration Date	Country of Registration
CAREERBANK	CareerBank, Inc.	2516378	12/11/2011	USA
CAREERBANK.COM	CareerBank, Inc.	2529006	1/15/2012	USA
RECRUITMINDS	Biospace, Inc.	2764410	9/16/2013	USA
BIOSPACE	Biospace, Inc.	2089577	8/19/2017	USA
BIOCORRIDOR	Biospace, Inc.	3041647	1/10/2016	USA
BIOSPACELINKS	Biospace, Inc.	492430		Switzerland
HIREHEALTH	Biospace, Inc.	2906129	11/30/2014	USA
ASK PAM	RegionalHelp Wanted.com, inc.	2567638	5/7/2012	USA