

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ontargetjobs, Inc		07/16/2009	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Jobtarget, LLC		
Street Address:	225 State Street		
Internal Address:	Suite 300		
City:	New London		
State/Country:	CONNECTICUT		
Postal Code:	06320		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75856772	CAREERBANK	
Serial Number:	75856771	CAREERBANK.COM	
CORRESPONDENCE DATA			
Fax Number:	(860)447-4562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8604400635		
Email:	j.campbell@jobtarget.com		
Correspondent Name:	Jobtarget, LLC		
Address Line 1:	225 State Street,		
Address Line 2:	Suite 300		
Address Line 4:	New London, CONNECTICUT 06320		
NAME OF SUBMITTER:	James Campbell		
Signature:	/James Campbell/		
Date:	06/23/2011		
Total Attachments: 3 source=501055333#page1.tif source=501055333#page2.tif source=501055333#page3.tif			

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**TRADEMARK**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 16<sup>th</sup> day of July, 2009, by OnTargetJobs, Inc., a Delaware corporation ("Assignor") in favor of JobTarget, LLC, a Connecticut limited liability company ("Assignee"), pursuant to the terms of the Asset Purchase Agreement, of even date herewith, by and among Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**WITNESSETH:**

WHEREAS, pursuant the Asset Purchase Agreement, Assignor desires to, among other things, assign, transfer and convey to Assignee any and all of Assignor's respective rights, title and interest in and to the trademark, "CAREERBANK", together with 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 trademark, including, but not limited to, the two federal trademarks filed with the United States Patent and Trademark Office on November 23, 1999, Serial No. 75856772 and Serial No. 75856771 (the "Trademark").

NOW, THEREFORE, for good and valuable consideration, including the provisions and covenants herein and in the Asset Purchase Agreement, 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, all of Assignor's right, title and interest in and to the Trademark 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 Trademark pertains, including the right to license others under the Trademark and the right to renew any trademark registration which shall issue from any application included in the Trademark, 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 Trademark, 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 AND ENFORCED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF DELAWARE, 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, amended, extending or altering) the terms and conditions set forth in the Asset Purchase Agreement in any manner whatsoever, and in the event there is a conflict between a term or condition contained herein, and a term or condition contained in the Asset Purchase Agreement, the term or condition contained in the Asset 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.

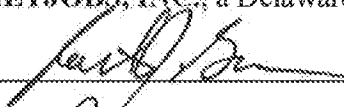
5. Assignor hereby agrees to execute upon request of Assignee, such additional documents as are necessary to register or otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademark worldwide, including all documents necessary to register in the name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

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

IN WITNESS WHEREOF, the undersigned have each caused this Trademark Assignment to be executed as of the date first written above.

**ASSIGNOR:**

ONTARGETJOBS, INC., a Delaware corporation

By: 

Name: Robert J. Baer

Title: EVP & CFO