

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jobfox, Inc.		01/23/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	8020 Towers Crescent Drive		
<b>Internal Address:</b>	Suite 475		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4026148	JOBFOX BOOST	
Registration Number:	3552081	BETTER MONDAYS	
Registration Number:	3345895	THE 10 DIMENSIONS OF A GOOD JOB FIT	
Registration Number:	3420390	10 DIMENSIONAL MATCHING	
Registration Number:	3644972	THE TOP PERFORMER'S JOB MARKET	
Registration Number:	3283567	MARKET10	
Registration Number:	3700041	JOBFOX MUTUAL SUITABILITY SYSTEM	
Registration Number:	3696793	MY JOBFOX CONNECTIONS	
Registration Number:	3636173	RESUME PAL	
Registration Number:	3423816	BE THE HUNTED	
Registration Number:	3505970	JOBFOX	
Registration Number:	3293459	JOBFOX	
Registration Number:	3596747	JOBMATCHNETWORK	

CH \$340.00 4026148

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corporation Service Co.- J. Paterson  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	074892
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/27/2012

**Total Attachments: 9**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JOBFOX, INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 01/23/2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SILICON VALLEY BANK

Internal Address: Suite 475

Street Address: 8020 Towers Crescent Drive

City: Vienna

State: Virginia

Country: U.S. Zip: 22182

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship CALIFORNIA, U.S.

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
SEE EXHIBIT C

B. Trademark Registration No.(s)  
SEE EXHIBIT C

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: ny Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER#

**6. Total number of applications and registrations involved:**

14

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

01/26/2012

Date

KATARZYNA SCHMIDT

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 23, 2012 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 8020 Towers Crescent Drive, Suite 475, Vienna, Virginia 22182 ("Bank") and **JOBFOX, INC.**, a Delaware corporation with its chief executive office located at 7926 Jones Branch Drive, Suite 1100, McLean, Virginia 22102 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of December 17, 2010, between Borrower and Bank, as affected by a certain Forbearance Agreement dated as of November 28, 2011, and as further amended by that certain First Loan Modification Agreement dated as of even date herewith (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


Address of Grantor:

7926 Jones Branch Drive, Suite 1100  
McLean, Virginia 22102

Attn: ROBERT MCGOVERN

GRANTOR:

JOBFOX, INC.

By:   
Name: ROBERT MCGOVERN  
Title: CEO

Address of Bank:

8020 Towers Crescent Drive, Suite 475  
Vienna, Virginia 22182

Attn: Ms. Alicia Fuller

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

7926 Jones Branch Drive, Suite 1100  
McLean, Virginia 22102

Attn: \_\_\_\_\_

JOBFOX, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

8020 Towers Crescent Drive, Suite 475  
Vienna, Virginia 22182

Attn: Ms. Alicia Fuller

SILICON VALLEY BANK

By: Alicia Fuller  
Name: Alicia Fuller  
Title: Relationship Manager

EXHIBIT A

Copyrights

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
MKT10 taxonomies : vol. 2.	TXu001246924	2005
MKT10 taxonomies, v.3.	TXu001280430	2006
MKT10 taxonomies v.4.	TXu001331387	2006
MKT10 Taxonomies v. 5	TX0006858893	October 16, 2007
MKT 10 Taxonomies v. 6	TX0006928355	January 11, 2008
MKT10 Taxonomies V. 7	TX0007218472	July 1, 2008



EXHIBIT B

Patents

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Match-Based Employment System and Method	US7805382	September 28, 2010
Method and Apparatus for Employment System Distributed Hiring and Cooperative Pooling	US7870079	January 11, 2011
Match-Based Employment System and Method	US7945522	May 17, 2011
Match-Based Employment System and Method	US20070244734	October 18, 2007
Employment Systems Using Resume Posting and Reporting Standard	US20090228297	September 10, 2009
Method and Apparatus for Facilitation Introductions in an Employment System	US20090327013	December 31, 2009

EXHIBIT C

Trademarks

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
JOBFOX BOOST	4026148	September 13, 2011
BETTER MONDAYS	3552081	December 23, 2008
THE 10 DIMENSIONS OF A GOOD JOB FIT	3345895	November 27, 2007
10 DIMENSIONAL MATCHING	3420390	April 29, 2008
THE TOP PERFORMER'S JOB MARKET	3644972	June 23, 2009
MARKET10	3283567	August 21, 2007
JOBFOX MUTUAL SUITABILITY SYSTEM	3700041	October 20, 2009
MY JOBFOX CONNECTIONS	3696793	October 13, 2009
RESUMEPAL	3636173	June 9, 2009
BE THE HUNTED	3423816	May 6, 2008
JOBFOX - (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	3505970	September 23, 2008
JOBFOX - (4) STANDARD CHARACTER MARK	3293459	September 18, 2007
JOBMATCHNETWORK	3596747	March 24, 2009
JOBFOX (Stylized) (AUSTRALIA)	1250319	July 8, 2008

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

1394849.1