

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OnTargetJobs, Inc.		12/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	75 East Trimble Road, M/C 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2089577	BIOSPACE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
Signature:	/Linda A. Salera/		
Date:	12/27/2012		

OP \$40.00 2089577

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 27, 2012, is entered into by and between ONTARGETJOBS, INC., a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "Grantor"), and COMERICA BANK, a Texas banking association (hereinafter, together with its successors in title and assigns, called the "Lender").

Statement of Facts

A. Pursuant to the Loan and Security Agreement, dated as of the date hereof, by and between the Grantor and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement"), the Lender has agreed to make loans to the Grantor (collectively, the "Loans").

B. In order to induce the Lender to enter into the Loan Agreement and other Loan Documents and to make Loans and other Credit Extensions to the Grantor upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has agreed, upon the terms contained in the Loan Agreement, to grant to the Lender continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Loan Obligations (as defined below).

C. The Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Loan Agreement and the Security Agreement, dated as of the date hereof, by and among the Grantor, certain of its Affiliates from time to time party thereto, and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement").

D. Upon the terms contained in the Loan Agreement and also the Security Agreement, the Grantor has agreed to execute and deliver to the Lender this Intellectual Property Security Agreement, which is supplemental to the Loan Agreement and also the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender as follows:

I. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Loan Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) "Intellectual Property Collateral" shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired to the extent comprising Security Agreement Collateral (as defined in the Security Agreement):

(i) all of its Trademarks referred to in Schedule I hereto;

- (ii) all of its Patents referred to in Schedule II hereto;
- (iii) all of its Copyrights referred to in Schedule III hereto;
- (iv) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each such Trademark, Patent and Copyright; and
- (v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any such Trademark, (B) injury to any goodwill associated with any such Trademark, (C) infringement of any such Patent, (D) injury to any goodwill associated with any such Patent, (E) infringement of any such Copyright, and (F) injury to any goodwill associated with any such Copyright.

(b) "Loan Agreement" and "Security Agreement" shall have the meanings given to such terms in the Statement of Facts above.

(c) "Loan Obligations" shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the U.C.C. to the extent that such other terms are used or defined therein and are not otherwise defined in the Loan Agreement. References to the Loan Agreement or to the Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. Grant of Security Interests. To secure the prompt and complete payment and performance of all and each of the Loan Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Lender a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under the Intellectual Property Collateral.

3. Security Agreement. The security interests and Liens granted by the Grantor to the Lender pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Loan Agreement and the Security Agreement. The Grantor and the Lender expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement, the Loan Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the U.C.C. and other Applicable Law. The exercise by the Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Loan Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Loan Agreement and the Security Agreement, then the terms and conditions of the Loan Agreement and the Security Agreement shall prevail.

4. Termination. This Intellectual Property Security Agreement shall terminate upon the Termination Date (as defined in the Security Agreement). Upon any termination of the Liens created hereunder upon the Termination Date, the Lender shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

5. Amendments; etc. Neither this Intellectual Property Security Agreement nor any provision hereof may be changed, waived, discharged or terminated in any manner whatsoever unless in writing duly signed by the Grantor and by the Lender.

6. Counterparts; etc. This Agreement shall become effective on and as of the date hereof when the Grantor and the Lender shall have signed a counterpart hereof (whether the same or different counterparts) and the Grantor shall have delivered (including by way of facsimile or other electronic transmission) the same to the Lender.

7. Choice Of Law And Venue; Jury Trial Waiver. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. EACH OF THE GRANTOR AND THE LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA. EACH OF THE LENDER AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR THE GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE REFERENCE PROVISION SET FORTH IN SECTION 12 OF THE LOAN AGREEMENT, WHICH REFERENCE PROVISION IS HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

8. Delivery by Facsimile; etc. Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile or by electronic mail in portable document format (.pdf) shall be as effective as delivery of manually executed counterparts of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]


**Signature Page to OnTargetJobs, Inc.
Intellectual Property Security Agreement Follows**

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

ONTARGETJOBS, INC.

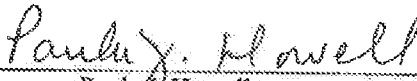
By: _____


Name: Robert J. Baer
Title: EVP & CFO

The Lender:

COMERICA BANK

By: _____


Name: Paula D. Howell
Title: Senior Vice President

****Signature Page to OnTargetJobs, Inc.
Intellectual Property Security Agreement****

SCHEDULE I

To

ONTARGETJOBS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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See attached Annex A.

B. U.S. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application Number</u>	<u>Date</u>
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None.

C. U.S. TRADEMARK LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached Annex C.

ANNEX B

to

SCHEDULE I

to

ONTARGETJOBS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Date</u>
<u>None.</u>		

ANNEX C

to

SCHEDULE I

to

ONTARGETJOBS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK LICENSES

1. Trademark License Agreement by and between OnTargetJobs, Inc. ("OTJ") and American Academy of Ambulatory Care Nursing, dated as of February 20, 2012.
2. Trademark License Agreement by and between OTJ and American Association of Cardiovascular and Pulmonary Rehabilitation, dated as of April 1, 2006
3. Trademark License Agreement by and between OTJ and Academy of Dermatology, dated as of June 1, 2006.
4. Trademark License Agreement by and between OTJ and American Association of Gynecologic Laparoscopists, dated as of April 1, 2006.
5. Trademark License Agreement by and between OTJ and American Academy of Nurse Practitioners, dated as of September 15, 2011.
6. Trademark License Agreement by and between OTJ and American Association of Neurological Surgeons, dated as of September 3, 2003.
7. Trademark License Agreement by and between OTJ and American Association of Occupational Health Nurses, Inc., dated as of August 21, 2011.
8. Trademark License Agreement by and between OTJ and American Association of Oral and Maxillofacial Surgeons, dated as of January 1, 2001.
9. Trademark License Agreement by and between OTJ and American Academy of Physician Assistants, dated as of June 1, 2004.
10. Trademark License Agreement by and between OTJ and American Academy of Professional Coders, dated as of October 1, 2011.
11. Trademark License Agreement by and between OTJ and American College of Allergy, Asthma & Immunology, dated as of March 5, 2003.
12. Trademark License Agreement by and between OTJ and American College of Cardiology, dated as of July 1, 2012.

13. Trademark License Agreement by and between OTJ and American College of Emergency Physicians, dated as of June 15, 2004.
14. Trademark License Agreement by and between OTJ and American College of Foot and Ankle Surgeons, dated as of June 1, 2003.
15. Trademark License Agreement by and between OTJ and American College of Occupational and Environmental Medicine, dated as of September 2, 2011.
16. Trademark License Agreement by and between OTJ and American College of Obstetricians and Gynecologists, dated as of December 17, 2003.
17. Trademark License Agreement by and between OTJ and American College of Physician Executives, dated as of January 1, 2012.
18. Trademark License Agreement by and between OTJ and American College of Rheumatology, dated as of February 3, 2004.
19. Trademark License Agreement by and between OTJ and American College of Surgeons, dated as of September 1, 2006.
20. Trademark License Agreement by and between OTJ and American Gastroenterological Association, dated as of July 20, 2011.
21. Trademark License Agreement by and between OTJ and American Geriatrics Society, dated as of November 11, 2011.
22. Trademark License Agreement by and between OTJ and American Academy of Medical Surgical Nurses, dated as of February 20, 2012.
23. Trademark License Agreement by and between OTJ and American Medical Technologists, dated as of August 30, 2011.
24. Trademark License Agreement by and between OTJ and American Psychiatric Nurses Association, dated as of June 20, 2001.
25. Trademark License Agreement by and between OTJ and American Society of PeriAnesthesia Nurses, dated as of February 21, 2003.
26. Trademark License Agreement by and between OTJ and American Society of Radiologic Technologists, dated as of November 19, 2012.
27. Trademark License Agreement by and between OTJ and College of American Pathologists, dated as of June 1, 2010.
28. Trademark License Agreement by and between OTJ and Dermatology Nurses' Association, dated as of July 1, 2010.

29. Trademark License Agreement by and between OTJ and Infectious Diseases Society of America HIV Medicine Association, dated as of June 2, 2004.
30. Trademark License Agreement by and between OTJ and National Association of Orthopaedic Nurses, dated as of August 1, 2011.
31. Trademark License Agreement by and between OTJ and North American Spine Society, dated as of March 1, 2003, as amended on September 25, 2003.
32. Trademark License Agreement by and between OTJ and National League for Nursing, dated as of December 14, 2011.
33. Trademark License Agreement by and between OTJ and American Academy of Otolaryngology- Head and Neck Surgery dated January 1, 2012.
34. Trademark License Agreement by and between OTJ and Association of Neuromuscular & Electrodiagnostic Medicine dated July 14, 2011.
35. Trademark License Agreement by and between OTJ and Academy of Nutrition and Dietetics, dated as of March 1, 2012.
36. Trademark License Agreement by and between OTJ and American Association of Nurse Assessment Coordination, dated as of January 25, 2011.
37. Trademark License Agreement by and between OTJ and American College of Chest Physicians, dated as of September 1, 2010.
38. Trademark License Agreement by and between OTJ and American Pharmacists Association, dated as of August 15, 2006.
39. Trademark License Agreement by and between OTJ and Digestive Disease Week, dated as of January 1, 2012.
40. Trademark License Agreement by and between OTJ and Medical Group Management Association, dated as of January 1, 2011.
41. Trademark License Agreement by and between OTJ and Preventive Cardiovascular Nurse Association, dated as of January 22, 2012.
42. Trademark License Agreement by and between OTJ and The Society for Cardiovascular Angiography and Interventions, dated as of April 14, 2010.
43. Trademark License Agreement by and between OTJ and The Society for Healthcare Epidemiology, dated as of June 30, 2010.
44. Trademark License Agreement by and between OTJ and Society of Invasive Cardiovascular Professionals, dated as of December 1, 2010.

Non-Healthcares

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

Family Physicians

46. Trademark License Agreement by and between OTJ and California Academy of Family Physicians, dated as of November 13, 2012.

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE II

To

ONTARGETJOBS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. PATENT REGISTRATIONS.

<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status/Comments</u>
<u>None.</u>			

B. U.S. PATENT APPLICATIONS.

<u>Patent</u>	<u>Application Number</u>	<u>Date</u>	<u>Status/Comments</u>
<u>None.</u>			

C. U.S. PATENT LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
<u>None.</u>		

ANNEX B

to

SCHEDULE II

to

ONTARGETJOBS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENT APPLICATIONS

<u>Patent</u>	<u>Application Number</u>	<u>Date</u>	<u>Status/ Comments</u>
None.			

SCHEDULE III

To

ONTARGETJOBS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. COPYRIGHT REGISTRATIONS.

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

B. U.S. COPYRIGHT APPLICATIONS.

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

C. U.S. COPYRIGHT LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

ANNEX A

to

SCHEDULE III

to

ONTARGETJOBS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		