

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jobfox, Inc.	01/23/2012
RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	8020 Towers Crescent Drive
Internal Address:	Suite 475
City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22182
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7805382
Patent Number:	7870079
Patent Number:	7945522
Application Number:	11689329
Application Number:	12415567
Application Number:	12478299
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

CH \$240.00 7805382

501800161

PATENT
REEL: 027607 FRAME: 0273

ATTORNEY DOCKET NUMBER:	074892
NAME OF SUBMITTER:	Jean Paterson
<p>Total Attachments: 9</p> <p>source=1-27-12 Jobfox-PT#page1.tif</p> <p>source=1-27-12 Jobfox-PT#page2.tif</p> <p>source=1-27-12 Jobfox-PT#page3.tif</p> <p>source=1-27-12 Jobfox-PT#page4.tif</p> <p>source=1-27-12 Jobfox-PT#page5.tif</p> <p>source=1-27-12 Jobfox-PT#page6.tif</p> <p>source=1-27-12 Jobfox-PT#page7.tif</p> <p>source=1-27-12 Jobfox-PT#page8.tif</p> <p>source=1-27-12 Jobfox-PT#page9.tif</p>	

RECORDATION FORM COVER SHEET
PATENTS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JOBFOX, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: 01/23/2012

2. Name and address of receiving party(ies)

SILICON VALLEY BANK

Name: _____

Internal Address: Suite 475

Street Address: 8020 Towers Crescent Drive

City: Vienna State: VA Zip: 22182

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

SEE EXHIBIT B

B. Patent No.(s)

SEE EXHIBIT B

Additional numbers attached? ☒ Yes ☐ No

5. Name and 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: New York Zip: 10036

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ _____



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

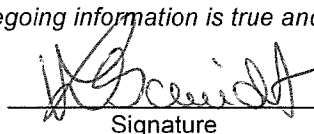
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

KATARZYNA SCHMIDT

Name of Person Signing



Signature

01/26/2012

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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.


GRANTOR:

Address of Grantor:

7926 Jones Branch Drive, Suite 1100
McLean, Virginia 22102

Attn: ROBERT MCGOVERN

JOBFOX, INC.

By: 
Name: ROBERT MCGOVERN
Title: CEO

BANK:

Address of Bank:

8020 Towers Crescent Drive, Suite 475
Vienna, Virginia 22182

Attn: Ms. Alicia Fuller

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

PATENT

REEL: 027607 FRAME: 0279

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
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

Description	Registration/ Application Number	Registration/ Application Date
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

Description	Registration/ Application Number	Registration/ Application Date
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