

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (First Lien)
CONVEYING PARTY DATA	
Name	Execution Date
Kronos Talent Management, Inc.	03/22/2012
RECEIVING PARTY DATA	
Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8046251
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
Phone:	202 370 4761
Email:	tfahey@nationalcorp.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:	Thomas Fahey
Address Line 1:	1100 G Street NW, Suite 420
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	F138777
NAME OF SUBMITTER:	Joshua D. Hendricks
Total Attachments: 6 source=Patents.IP.Security.Agreement.1st.Lien#page2.tif source=Patents.IP.Security.Agreement.1st.Lien#page3.tif source=Patents.IP.Security.Agreement.1st.Lien#page4.tif source=Patents.IP.Security.Agreement.1st.Lien#page5.tif source=Patents.IP.Security.Agreement.1st.Lien#page6.tif source=Patents.IP.Security.Agreement.1st.Lien#page7.tif	

OP \$40.00 8046251

**SCHEDULE B TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

UNITED STATES PATENTS

Registered Owner/Grantor	Patent	Registration No.	Application No.
Kronos Talent Management, Inc.	ELECTRONIC EMPLOYEE SELECTION SYSTEMS AND METHODS	8,046,251	10/962,191

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**First Lien IP Security Agreement**"), dated as of March 22, 2012, among the Persons listed on the signature pages hereof (collectively, the "**Grantors**"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "**Collateral Agent**").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the First Lien Security Agreement, dated as of June 11, 2007 (the "**First Lien Security Agreement**"), among KRONOS ACQUISITION CORPORATION (formerly known as SEAHAWK ACQUISITION CORPORATION), a Delaware corporation ("**Holdings**"), SEAHAWK MERGER SUB CORPORATION, a Massachusetts corporation (which on the Closing Date merged with and into KRONOS INCORPORATED, a Massachusetts corporation, with KRONOS INCORPORATED surviving such merger as the borrower, the "**Borrower**"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.02, 1.05, 1.06 and 1.07 of the First Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4(d)(iv) of the First Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this First Lien IP Security Agreement for recording the Security Interest granted under the First Lien Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

Section 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a first priority security interest (subject to any Permitted Liens) in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto, the United States Patent registrations and applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the "**Collateral**").

Section 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this First Lien IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

Section 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this First Lien IP Security Agreement.

Section 4. *Grants, Rights and Remedies.* This First Lien IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this First Lien IP Security Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

Section 5. *Counterparts.* This First Lien IP Security Agreement may be executed by one or more of the parties to this First Lien IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., a "pdf" or "tif"), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. **GOVERNING LAW. THIS FIRST LIEN IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

Section 7. *Severability.* Any provision of this First Lien IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the First Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

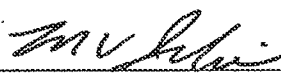
Section 8. *Notices.* All notices, requests and demands pursuant hereto shall be made in accordance with Section 9.02 of the First Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 9.02 of the First Lien Credit Agreement.

Section 9. *Expenses.* Subject to Section 9.05 of the First Lien Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this First Lien IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

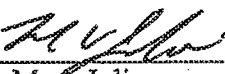
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this First Lien IP Security Agreement as of the day and year first above written.

KRONOS TECHNOLOGY SYSTEMS LIMITED
PARTNERSHIP

By: Kronos Securities Corporation, its General
Partner

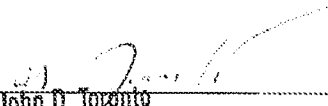
By: 
Name: Mark Julien
Title: Treasurer/Director

KRONOS TALENT MANAGEMENT, INC.

By: 
Name: Mark Julien
Title: Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By:


Name: John D. Toronto
Title: Managing Director

By:


Name: VIPUL DHADDA
Title: ASSOCIATE

[Signature Page to First Lien Intellectual Property Security Agreement]