

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jobfox, Inc.	06/15/2012
RECEIVING PARTY DATA	
Name:	Career Management Solutions, LLC
Street Address:	1060 First Ave.
Internal Address:	Suite 100
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11689329
CORRESPONDENCE DATA	
Fax Number:	(267)430-7514
Phone:	610.640.5415
Email:	machadol@pepperlaw.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:	Daniel M. Scolnick, Ph.D.
Address Line 1:	400 Berwyn Park, 899 Cassatt Road
Address Line 2:	Pepper Hamilton LLP
Address Line 4:	Berwyn, PENNSYLVANIA 19312
ATTORNEY DOCKET NUMBER:	130470.8
NAME OF SUBMITTER:	Lisa M. Machado
Total Attachments: 3 source=patentassignment#page1.tif source=patentassignment#page2.tif source=patentassignment#page3.tif	

OP \$40.00 11689329

PATENT ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment") is made effective as of the 15th day of June, 2012, by and between Jobfox, Inc., a corporation organized and existing under the laws of Delaware, ("Assignor") and Career Management Solutions, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds certain rights, title and interest in and to the inventions (the "Inventions") described and disclosed in the patents and patent applications set forth on Exhibit A attached hereto and incorporated herein by reference (the "Patents and Applications");

WHEREAS, pursuant to a certain Asset Purchase and Sale Agreement dated as of June 15, 2012 by and between Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to transfer, sell and convey to Assignee and Assignee has agreed to purchase and acquire, all of Assignor's right, title and interest in and to certain assets, including the Patents and Applications;

WHEREAS, Assignor now wishes to assign the Patents and Applications to Assignee, free and clear of any liens, encumbrances and interests of others, and Assignee is desirous of acquiring the Patents and Applications from Assignor; and

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, free and clear of any liens, encumbrances and interests of others, Assignor's entire right, title and interest in and throughout the world in and to

(a) the Patents and Applications, and all continuations, continuations-in-part, divisions, reissues, re-examinations and extensions thereof, and in and to any and all patents of the United States and countries outside of the United States ("Foreign Countries") which may be issued upon any of the foregoing;

(b) the right to file patent application in the United States and Foreign Countries in respect of the Inventions and in and to any and all patents which may be granted pursuant to such patent applications,

(c) the right to claim priority rights deriving from the Patents and Applications and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions,

(d) all causes of action, remedies and other enforcement rights related to the Patents and Applications, the Inventions, or any patent claiming priority to, or issuing on, the Patents and Applications.

(e) any and all other rights and interests arising out of, in connection with, or in relation to the Patents and Applications, the Inventions, or any patent claiming priority to, or issuing on, the Patents and Applications.

(f) all documents related to the conception, diligence and reduction to practice of the Inventions and all patent filing documents,

the same to be held and enjoyed by Assignee, its successors, assigns or legal representatives, together with income, royalties, damages or payments due or accruing before, on or after the date hereof, including, without limitation, all claims for past or future damages or payments by reason of infringement or unauthorized use of any and all patents of the United States and foreign countries which may be issued upon any continuations, continuations-in-part, divisions, reissues, re-examinations and extensions of the Patents and Applications or any of the applications in foreign countries, along with the right to sue for past and future infringements and collect same for Assignee's sole use and enjoyment.

Assignor and Assignee do hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any foreign country whose duty it is to record patent registrations, applications or title thereto, to record the Patents and Applications and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument, and request the Commissioner of Patents and Trademarks of the United States Patent & Trademark Office, and the empowered official of any foreign country whose duty it is to record or issue patents or patent registrations, to issue any patents or registrations that may be issued for the Patents and Applications or any divisional, continuation, continuation-in-part thereof, or on any applications in any foreign country, to Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patents, registrations, and the inventions covered thereby.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

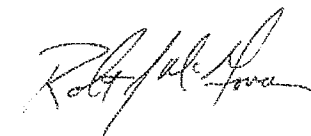
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: JOBFOX, INC.

Signature:

Name:

Title:



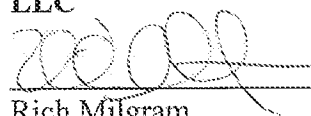
Robert McGovern

**ASSIGNEE: CAREER MANAGEMENT SOLUTIONS,
LLC**

Signature:

Name:

Title:



Rich Milgram

President and Chief Executive Officer

EXHIBIT A**JOBFOX PATENT PORTFOLIO**

	Title	Country	App. No.	Status
1.	Match Based Employment System and Method (notifying employers of changes to job seekers attributes)	US	11/104,142	Patented (a) US Patent No. 7,805,382
2.	Match Based Employment System and Method (allowing user to adjust a threshold condition for matches, but preventing adjustment beyond some minimum threshold condition)	US	11/689,329	
3.	Match Based Employment System and Method (asking question to a job seeker and asking subsequent questions based on the received answers to maximize a match score)	US	11/331,672	Patented US Patent No. 7,945,522
4.	Method and Apparatus for Employment System for Distributed Hiring and Co-Operative Pooling (divide job seekers into two groups, public and co-op, and allow all employers access to public group, but restrict co-op group to employers who are members of co-op)	US	11/835,758	Patented US Patent No. 7,870,079
5.	Method and Apparatus For Facilitating Introductions in an Employment System (letting job seekers use different application processes depending on what their match score is for a particular job)	US	12/478,299	
6.	Employment System Using Resume Posting ABD Reporting Standard (capturing and storing resume data in a standardized resume language -- Resume Pal™)	US	12/415,567	
7.	System and Method for Social Recruiting (using social networking model for job recruiting, including Jobfox Boost™)	US	61/446,813	

PATENT**RECORDED: 06/29/2012****REEL: 028468 FRAME: 0677**