

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIRS ACQUISITION, LLC	FORMERLY AIRS HUMAN CAPITAL SOURCE, INC.	02/15/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Texas Banking Association:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78932179	SOURCEPOINT CE
Registration Number:	3211271	AIRS
Registration Number:	3132169	AIRS TALENTPOINT
Registration Number:	3102325	AIRS HORIZONS
Registration Number:	3102323	AIRS ENGAGE
Serial Number:	77063330	XTREMELAB
Serial Number:	77353438	SOURCEPOINT
Registration Number:	2882727	AIRS ATMOSPHERE
Registration Number:	2838177	AIRS OXYGEN
Registration Number:	2396404	AIRS
Registration Number:	2565940	FLIPSEARCH
Registration Number:	2521131	SEARCHSTATION

CH \$315.00 78932179

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 AIRS ACQUISIT
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	04/08/2008

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 15, 2008 by and between COMERICA BANK ("Bank") and AIRS ACQUISITION, LLC, a Delaware limited liability company, successor in interest to AIRS HUMAN CAPITAL SOLUTIONS, INC. ("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 by and among Bank, RIGHTTHING, LLC and Grantor dated of even date herewith (as the same may be 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 certain Copyrights, Trademarks and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

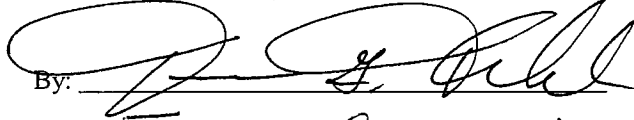
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3401 Technology Drive
Findlay, OH 43699-0032
Attn: Chief Executive Officer

AIRS ACQUISITION, LLC

By: 

Name: Terrance Co Terhark

Title: Chief Executive Officer

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By: _____

Name: _____

Title: _____

*Signature Page to Intellectual Property Security Agreement
AIRS ACQUISITION, LLC*

**TRADEMARK
REEL: 003755 FRAME: 0121**

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:

3401 Technology Drive
Findlay, OH 43699-0032
Attn: Chief Executive Officer

AIRS ACQUISITION, LLC

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By: William Sweeney

Name: William Sweeney

Title: SVP.

*Signature Page to Intellectual Property Security Agreement
AIRS ACQUISITION, LLC*

**TRADEMARK
REEL: 003755 FRAME: 0122**

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
NONE		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SourcePoint CE	78,932,179	7/31/2007
Airs	3,211,271	2/20/2007
Airs TalentPoint	3,132,169	8/22/2006
Airs Horizons	3,102,325	6/6/2006
Airs Engage	3,102,323	6/6/2006
XtremeLab	77,063,330	12/13/2006
SourcePoint	77,353,438	12/17/2007
Airs Atmosphere	2,882,727	9/7/2004
Airs Oxygen	2,838,177	5/4/2004
Airs	2,396,404	10/17/2000
Flipsearch	2,565,940	4/30/2002
SearchStation	2,521,131	12/18/2001