

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
Dice Career Solutions, Inc.		08/31/2005	CORPORATION: DELAWARE
Measure Up, Inc.		08/31/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	299 Park Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2158101	DICE	
Registration Number:	2291112	MEASUREUP	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213)683-6339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Figueroa Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Claudia Immerzeel		
Signature:	/Claudia Immerzeel/		
Date:	09/02/2005		

OP \$65.00 2158101

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of August, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of August 31, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among Dice Holdings, Inc., a Delaware corporation ("Parent"), Dice Inc., a Delaware corporation ("Dice"), Dice Career Solutions, Inc., a Delaware corporation ("Dice Career"), and Measure Up, Inc., a Georgia corporation ("Measure Up") (each of Dice, Dice Career, and Measure Up are individually and collectively, jointly and severally, referred to as the "Borrower"), each Subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and any additional entities that become guarantors pursuant to the requirements of Section 7.01(b) thereof or otherwise, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, parties thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for the Lender Group (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent"; and together with Collateral Agent, each an "Agent" and collectively, "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to any Agent, the Lender Group, or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The security interest granted pursuant to this Trademark Security Agreement is and shall be deemed to be one and the same as the Security Interest granted pursuant to the Security Agreement.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

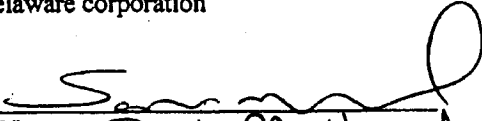
7. Governing Law. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signature pages follow]

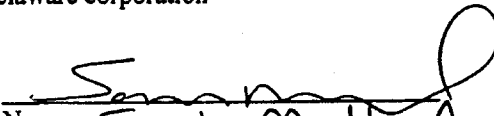
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

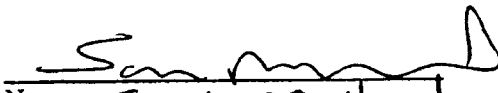
DICE INC.,
a Delaware corporation

By: 
Name: Scot Melland
Title: CEO, President

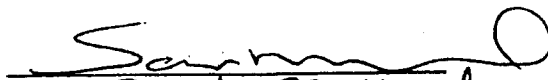
DICE CAREER SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Scot Melland
Title: CEO, President

MEASURE UP, INC.,
a Georgia corporation

By: 
Name: Scot Melland
Title: CEO, President


DICE HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Scot Melland
Title: CEO, President

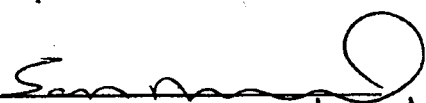
[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

GRANTORS:

DICE INDIA HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Scot Melland
Title: CEO, President


EW KNOWLEDGE PRODUCTS, INC.,
a Florida corporation

By: 
Name: Scot Melland
Title: CEO, President

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

COLLATERAL AGENT:

ABLECO FINANCE LLC,
a Delaware limited liability company

By: 
Name: Max A. Deporent
Title: Vice President and COO

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
U.S. Trademark Registrations/Applications

<u>Owner</u>	<u>Mark Serial Number Registration Number</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
Dice Career Solutions, Inc. (Assignment being effected from Immedia under further assurances clause from acquisition of ClearanceJobs.com from Immedia.)	CLEARANCEJOBS.COM Serial No: 78/359,496 Reg. No. 2,919,153	United States	Class 35: Job Placement, namely providing career information via a job board on a global computer network	Registered App.Date: 1/29/04 Reg. Date: 1/18/05 8&15 Due Date: 1/18/2010 and 1/18/2011 Renewal Date: 1/18/2015
Dice Career Solutions, Inc.	DICE Serial No: 75/115,743 Reg. No: 2,158,101	United States	Class: 35 Computerized services in the nature of providing access to employment recruiting data bases Class: 38 Electronic mail services	Registered App Date: 6/7/1996 Reg Date: 5/19/1998 Renewal Date: 5/19/2008
Measure Up, Inc.	MEASUREUP Serial No: 75/541,008 Reg. No: 2,291,112	United States	Class: 9 Computer programs to be customized by the users, for use in assessment training, and certification of individuals in a variety of vocations, professions, and	Registered App Date: 8/21/1998 Reg Date: 11/9/1999 8&15 Due Date: 11/9/2005 Renewal Date: 11/9/2009

