

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337896

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/13/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kenexa Corporation		12/13/2013	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Kenexa Technology, Inc.
Street Address:	650 E Swedesford Road
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77878534	HR SUCCESS MULTIPLIED
Serial Number:	77878539	IXE=S
Serial Number:	76171726	KENEXA
Serial Number:	85061912	KENEXA 2X BRASSRING
Serial Number:	85034384	KENEXA 2X MOBILE
Serial Number:	85068636	KENEXA 2X ONBOARD
Serial Number:	85034343	KENEXA 2X PERFORM
Serial Number:	85034369	KENEXA 2X RECRUIT
Serial Number:	77542792	KENEXA CUSTOMER SATISFACTION INDICATOR A
Serial Number:	77542777	KENEXA ENGAGEMENT INDICATOR ASSESSMENT
Serial Number:	77629494	KENEXA HR THOUGHT LEADERSHIP
Serial Number:	77689475	KENEXA PERSON-JOB FIT
Serial Number:	76204199	KENEXA PROVE IT!
Serial Number:	77549061	KENEXA SALES INDICATOR ASSESSMENT
Serial Number:	77542765	KENEXA TEAMWORK INDICATOR ASSESSMENT
Serial Number:	75510528	PEOPLEQUEST
Serial Number:	75259611	PROVE IT!
Serial Number:	75510527	TOUCHSCORE

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 9147654370*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 9147654353**Email:** ibmtm@us.ibm.com**Correspondent Name:** Leonora Hoicka**Address Line 1:** 1 North Castle Drive**Address Line 4:** Armonk, NEW YORK 10504

NAME OF SUBMITTER:	Grazia T. Micewicz
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SIGNATURE:	/Grazia T. Micewicz/
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DATE SIGNED:	04/10/2015
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Total Attachments: 7

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Entity #: 2916048
 Date Filed: 12/23/2013
 Carol Alchele
 Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Articles/Certificate of Merger
 (15 Pa.C.S.)

- Domestic Business Corporation (§ 1926)
- Domestic Nonprofit Corporation (§ 5926)
- Limited Partnership (§ 8547)

Name: CT-Counter

Address: _____

City: 9000231 State: SO Zip Code: 1

Document will be returned to the
 name and address you enter to
 the left.

Commonwealth of Pennsylvania
 ARTICLES OF MERGER-BUSINESS 6 Page(s)

Fee: \$150 plus \$40 additional for each
 Party in addition to two



In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
Kenexa Technology, Inc.

2. Check and complete one of the following:
 The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
650 E. Swedesford Road	Wayne	PA	19087	Chester

(b) Name of Commercial Registered Office Provider _____ County _____

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County

(b) Name of Commercial Registered Office Provider _____ County _____

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip

2013 DEC 23 PM 12:49
 PA DEPT OF STATE

2. The name and the address of the registered office in this Commonwealth or name of the commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
Kenexa Corporation		CT Corporation System	Dauphin

4. Check, and if appropriate complete, one of the following:

The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.

The plan of merger shall be effective on: _____ at _____

Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
Kenexa Technology, Inc.	Adopted by the directors and shareholders pursuant to 15 Pa.C.S. Section 1924(a)
Keneka Corporation	Adopted by the directors and shareholders pursuant to 15 Pa.C.S. Section 1924(b)

6. Set out the provisions of the laws of the jurisdiction in which each foreign corporation/limited partnership is a party to the merger. The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership for each of the foreign business/nonprofit corporations/limited partnerships party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is:

Number and street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

13th day of December,
2013

Kencexa Technology, Inc.
Name of Corporation/Limited Partnership

A. McHale
Signature

A. McHale, Secretary
Title

Kencexa Corporation
Name of Corporation/Limited Partnership

A. McHale
Signature

A. McHale, Secretary
Title

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 2013 (this "Agreement"), is among KENEXA CORPORATION, a Pennsylvania corporation (the "Merging Company") and KENEXA TECHNOLOGY, INC., a Pennsylvania corporation (the "Surviving Company").

RECITALS

WHEREAS, the Merging Company and the Surviving Company herein agree to the merger of the Merging Company with and into the Surviving Company, pursuant to the applicable section of the Pennsylvania Business Corporation Law (the "PBCL") and upon the terms and conditions hereinafter set forth (the "Merger");

WHEREAS, the board of directors of the Surviving Company has unanimously approved and declared the advisability of this Agreement;

WHEREAS, the board of directors of the Merging Company has unanimously approved and declared the advisability of this Agreement;

WHEREAS, following the Merger, the Surviving Company will become a direct subsidiary of International Business Machines Corporation and Kenexa International LLC;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, it is hereby agreed as follows:

FIRST: This Agreement is duly entered into and approved, adopted, executed and acknowledged pursuant to the authority granted to the Merging Company and the Surviving Company by PBCL § 1924.

SECOND: Upon the terms and subject to the conditions set forth herein, the Merging Company shall merge with and into the Surviving Company pursuant to the PBCL. As soon as practicable on the date hereof, the parties shall properly file with the Department of State of the Commonwealth of Pennsylvania articles of merger (the "Articles of Merger") in such form as is required by, and executed and acknowledged in accordance with, the relevant provisions of the PBCL. The Merger shall become effective at such date and time as the Articles of Merger are duly filed with the Department of State of the Commonwealth of Pennsylvania (the "Effective Time"). At the Effective Time, the separate existence of the Merging Company shall cease and the Surviving Company shall continue as the Surviving Company.

THIRD: The Merger shall have the effects set forth in PBCL § 1927.

FOURTH: The name of the Surviving Company in the Merger is Kenexa Technology, Inc.

FIFTH: At the Effective Time, the Articles of Incorporation and By-Laws of the Surviving Company will not be amended. Such Articles of Incorporation and By-Laws will be the Articles of Incorporation and By-Laws, respectively, of the Surviving Company until thereafter further amended as provided therein or by applicable Law.

SIXTH: The directors and officers of the Surviving Company immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Company from and after the Effective Time until their successors have been duly elected, appointed or qualified or until the earlier of their death, resignation or removal in accordance with the Articles of Incorporation and By-Laws of the Surviving Company.

SEVENTH: At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof:

- (a) Each issued and outstanding share of common stock of the Merging Company at the Effective Time shall be converted into and become one fully paid and nonassessable share of the common stock, par value \$0.01 per share, of the Surviving Company.
- (b) Each issued and outstanding share of Series A Preferred Stock of the Merging Company at the Effective Time shall be converted into and become one fully paid and nonassessable share of Series A Preferred Stock, of the Surviving Company.
- (c) Each issued and outstanding share of common stock of the Surviving Company held by the Merging Company immediately prior to the Effective Time, shall be automatically canceled and retired and cease to exist, and no payment or distribution shall be made with respect thereto.

EIGHTH: The Merging Company and the Surviving Company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the PBCL in connection with the Merger and that they will cause to be performed all necessary acts to effectuate the Merger.

NINTH: The proper officers of the Merging Company and the proper officers of the Surviving Company are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary to carry out or put into effect any of the provisions of this Agreement or of the Merger.

TENTH: This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ELEVENTH: At any time prior to the Effective Time, this Agreement may be terminated or amended and the Merger may be abandoned by the Board of Directors of the Surviving Company or the Merging Company or both.

TWELFTH: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement
and Plan of Merger to be executed as of the date first above written.

KENEXA TECHNOLOGY, INC

By: _____
Name:
Title:

KENEXA CORPORATION

By: _____
Name:
Title: