

12-09-1998

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDS TR



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

12-7-98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Oxford Global Resources, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporate-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Fleet National Bank
Internal Address: _____
Street Address: One Federal Street
City: Boston State MA ZIP 02110

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other national bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
 (Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 24, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No(s)
 1. 75/030,892
 2. 75/440,897
 3. 75/445,658
 4. 75/446,543

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 1. 2,109,675
 2. 2,179,692

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Melissa Kopff
 Internal Address: _____
 Street Address: Edwards & Angell, LLP
101 Federal Street
 City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 6

7. Total fee (37 CFR 3.41)..... \$165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: _____
 (Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Melissa Kopff Melissa Kopff 12/4/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, OXFORD GLOBAL RESOURCES, INC., a Delaware corporation, with a principal place of business at 4 Centennial Drive, Peabody, Massachusetts 01960 (the Company") has (together with one or more other companies) entered into a Security Agreement (All Assets) dated November 24, 1998 (the "Security Agreement") with FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110, as agent for itself and the other Banks described therein (as such agent, the "Secured Party"); and

WHEREAS, the Company (together with an affiliate thereof and the subsidiaries of the Company) is also party to a Loan Agreement (the "Loan Agreement") among the Company, said affiliate and subsidiaries, the Banks named therein and the Secured Party; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Secured Party pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Secured Party shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Secured Party, as a foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Secured Party has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Secured Party (for the benefit of the Banks), and grants a security interest to the Secured Party (for the benefit of the Banks) in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Secured Party, and the Company and the Secured Party request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Secured Party as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Secured Party may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

OXFORD GLOBAL RESOURCES, INC.

FLEET NATIONAL BANK, as Agent

By: Michael W. Brodenick
Name: Michael W. Brodenick
Title: Chief Financial Officer

By: Deborah Lawrence
Name: Deborah Lawrence
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk) ss.

Then personally appeared before me the above-named Michael W. Brodenick the Chief Financial Officer of Oxford Global Resources, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 24th day of November, 1998.

Cynthia J. MacDonald
Notary Public
My commission expires:

CYNTHIA J. MacDONALD
NOTARY PUBLIC
My Commission Expires Oct. 8, 2004

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
PREMIER IT SERVICES*	2,109,675/Oct. 28, 1997	Personnel placement of individuals with information technology skills to businesses on a temporary and full time basis
PREMIUM STAFFING*	2,179,692/Aug. 4, 1998	Personnel placement of individuals with technical skills to businesses or a temporary and full time basis

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
PREMIER INFORMATION TECHNOLOGY STAFFING**	75/030,892/Dec. 11, 1995	Personnel placement of individuals with information technology skills to businesses on a temporary and full time basis
CENTERPOINT STAFFING SOLUTIONS FOR THE 21ST CENTURY and design**	75/440,897/Feb. 26, 1998	Providing technically skilled personnel to businesses on a full time basis
E-PLACEMENT**	75/445,658/Mar. 6, 1998	Providing technically skilled personnel to businesses on a full time basis
E-CONTRACTING**	75/446,543/Mar. 9, 1998	Providing technically skilled personnel to businesses on a temporary basis

* Registered in the name of "Oxford & Associates, Inc.", a corporate predecessor of the Company.

** Filed in the name of "Oxford & Associates, Inc.", a corporate predecessor of the Company.