

08-07-2000

FORM PTO-1613A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101423880

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

7.12.00

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name SISC, LLC

Execution Date  
Month Day Year  
06 28 2000

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Nevada

Receiving Party

Mark if additional names of receiving parties attached

Name Firstar Bank, N.A., as Administrative Agent

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One Firstar Plaza, 12th Floor

Address (line 2) \_\_\_\_\_

Address (line 3) St. Louis MO 63101

- Individual
- General Partnership
- Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/04/2000 DNGUYEN 00000228 192165 2098379

01 FC:481 40.00 CH  
02 FC:482 150.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002115 FRAME: 0163

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

**Registration Number(s)**

|                                      |                                      |                                      |
|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text" value="2098379"/> | <input type="text" value="2172891"/> | <input type="text" value="2100429"/> |
| <input type="text" value="1733503"/> | <input type="text" value="2055309"/> | <input type="text" value="1828521"/> |
| <input type="text" value="1432591"/> | <input type="text"/>                 | <input type="text"/>                 |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

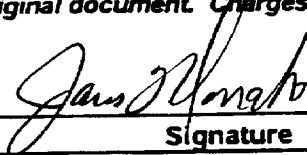
Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

James F. Donato



7-11-2000

Name of Person Signing

Signature

Date Signed

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 28, 2000, by and between SISC, LLC, a Nevada limited liability company ("Grantor"), and Firststar Bank, N.A., as contractual representative (the "Administrative Agent") for its benefit and the benefit of the "Holders of Secured Obligations" (as such term is defined in the "Credit Agreement" defined below).

**WITNESSETH:**

WHEREAS, Staffmark Investment LLC, a Delaware limited liability company (the "Borrower") is party to that certain Credit Agreement, dated as of June 28, 2000, by and among the Borrower, the financial institutions from time to time parties thereto as lenders (the "Lenders"), Firststar Bank, N.A., as contractual representative for itself and the other Lenders (the "Administrative Agent"), Bank One, NA (having its principal office in Chicago, IL), as Syndication Agent, and Banc One Capital Markets, Inc. and Firststar Bank, N.A., as Co-Lead Arrangers and Joint-Book Runners (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, extend credit to Borrower; and

WHEREAS, Grantor and the Administrative Agent are parties to that certain Security Agreement dated as of June 28, 2000 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in certain of its assets to the Administrative Agent for the benefit of the Administrative Agent and the Holders of Secured Obligations; and

WHEREAS, the Grantor, a wholly-owned Subsidiary of the Borrower, will benefit directly or indirectly from the loans and other financial accommodations made to the Borrower under the Credit Agreement;

WHEREAS, the Lenders have required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit to the Borrower under the Credit Agreement;

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

**Section 1.** Defined Terms.

(A) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(B) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(C) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

**Section 2.** Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

**Section 3.** Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

**Section 4.** Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor’s now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor’s business symbolized by the foregoing and connected therewith, and (e) all of Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

**Section 5. Restrictions on Future Agreements.** Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

**Section 6. New Trademarks and Licenses.** Grantor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

**Section 7. Royalties.** Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 17 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or the other Holders of Secured Obligations to Grantor.

**Section 8. Right to Inspect; Further Assignments and Security Interests.** The Administrative Agent may at all reasonable times (and at any time when an Unmatured Default or Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Administrative Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of a Default, Grantor agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, shall have the right to establish such reasonable additional product quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses (other than to the Borrower or any Subsidiary of the Borrower) without the prior and express written consent of the Administrative Agent, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the Administrative Agent's prior and express written consent.

**Section 9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

**Section 10. Duties of Grantor.** Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of the Administrative Agent, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither the Administrative Agent nor any of the Holders of Secured

Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Secured Obligations secured hereby.

**Section 11. The Administrative Agent's Right to Sue.** From and after the occurrence of a Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

**Section 12. Waivers.** The Administrative Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to Grantor specifying such suspension or waiver.

**Section 13. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**Section 14. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

**Section 15. Cumulative Remedies; Power of Attorney.** Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's

designees, in Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of a Default and the giving by the Administrative Agent of notice to Grantor of the Administrative Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or the other Holders of Secured Obligations under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

***Section 16. Successors and Assigns.*** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided,



however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

***Section 17.*** GOVERNING LAW. THE PARTIES HAVE VOLUNTARILY ELECTED THAT THIS AGREEMENT BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, WHICH IS THE PRINCIPAL PLACE OF BUSINESS OF THE SYNDICATION AGENT, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE LOAN DOCUMENTS MAY BE EXECUTED BY VARIOUS PERSONS IN VARIOUS JURISDICTIONS, BUT WILL NOT BE VALID, BINDING AND ENFORCEABLE UNTIL RECEIVED, REVIEWED, APPROVED, ACCEPTED, AND WHERE NECESSARY EXECUTED BY THE SYNDICATION AGENT IN THE STATE OF ILLINOIS. ANY DISPUTE BETWEEN THE GRANTOR AND THE ADMINISTRATIVE AGENT OR ANY LENDER, OR ANY OTHER HOLDER OF SECURED OBLIGATIONS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

***Section 18.*** CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL.

(A) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SUBSECTION (B), EACH OF THE PARTIES HERETO AGREES THAT ALL DISPUTES AMONG THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED EXCLUSIVELY BY STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO WAIVES IN ALL DISPUTES BROUGHT PURSUANT TO THIS SUBSECTION (A) ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(B) OTHER JURISDICTIONS. THE GRANTOR AGREES THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY HOLDER OF SECURED OBLIGATIONS SHALL HAVE THE RIGHT TO PROCEED AGAINST THE GRANTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SUCH PERSON TO (1) OBTAIN PERSONAL JURISDICTION OVER THE GRANTOR OR (2) REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE SECURED OBLIGATIONS OR (3) ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PERSON. THE GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE

COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY SUCH PERSON TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PERSON. THE GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SUCH PERSON HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION (B).

(C) SERVICE OF PROCESS; VENUE. THE GRANTOR WAIVES PERSONAL SERVICE OF ANY PROCESS UPON IT AND IRREVOCABLY APPOINTS JACKSON FARROW, IN HIS CAPACITY AS VICE PRESIDENT AND GENERAL COUNSEL OF THE STEPHENS GROUP, INC. (AND EACH OF HIS SUCCESSORS IN SUCH CAPACITY) WHOSE ADDRESS IS 100 CENTER STREET, LITTLE ROCK, AR 72201 AS THE GRANTOR'S AGENT FOR THE PURPOSE OF ACCEPTING ANY WRITS, SERVICE OF PROCESS OR SUMMONSES IN ANY SUIT, ACTION OR PROCEEDING ISSUED BY ANY COURT. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY OF THE ADMINISTRATIVE AGENT OR THE HOLDERS OF SECURED OBLIGATIONS TO SERVE ANY SUCH WRITS, PROCESS OR SUMMONSES IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. THE GRANTOR IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH IN ANY JURISDICTION SET FORTH ABOVE.

(D) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(E) WAIVER OF BOND. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

(F) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER PARTY HERETO THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 18, WITH ITS COUNSEL.

**Section 19.** Notices. All notices or other communications hereunder shall be given in the manner and to the address of the Borrower, in the case of the Grantor, and to the address of the Administrative Agent, in each case, as set forth in the Credit Agreement.

**Section 20.** Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

**Section 21.** Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 22.** Merger. This Agreement represents the final agreement of the Grantor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Administrative Agent or any Holder of Secured Obligations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**SISC, LLC**

By: Jackson Farrow Jr.  
Name: Jackson Farrow Jr.  
Title: ~~Exec~~ Vice President

ATTEST:

By: Robert James  
Title: Executive Vice President

Accepted and agreed to as of the day and year first above written.

FIRSTAR BANK, N.A. (having its principal office in Chicago, Illinois), as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**SISC, LLC**

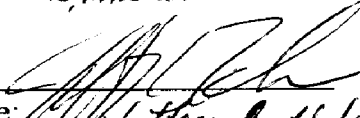
By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

By: \_\_\_\_\_  
Title:

Accepted and agreed to as of the day and year first above written.

FIRSTAR BANK, N.A. (having its principal office in ~~Chicago, Illinois~~, as Administrative Agent  
*St. Louis, Missouri*)

By:   
Name: *Jeffrey A Nelson*  
Title: *Vice President*

STATE OF Arkansas )  
 ) SS  
COUNTY OF Pulaski )

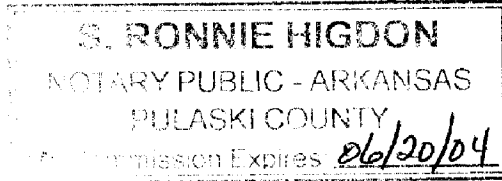
The foregoing Trademark Security Agreement was acknowledged before me this 28 day of June, 2000, by Jackson Farroukh, a <sup>Signature</sup> Vice President of SISC, LLC, a Nevada limited liability company, on behalf of such limited liability company.

S. Ronnie Higdon

Notary Public

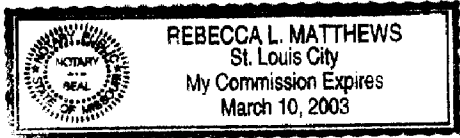
~~Cook County, Illinois~~

My commission expires: 06/20/04



STATE OF Missouri )  
CITY ) SS  
COUNTY OF St Louis )

The foregoing Trademark Security Agreement was acknowledged before me this 28<sup>th</sup> day of June, 2000, by Jeffrey A Nelson, a Vice President of Firststar Bank, N.A., a national banking association, on behalf of such association.



Rebecca L. Matthews

Notary Public  
~~Cook County, Illinois~~ St. Louis City  
My commission expires: 3-10-03

Schedule A

to

Trademark Security Agreement

Dated as of June 28, 2000

**REGISTERED U.S. SERVICE MARKS**

STAFFMARK, U.S. S.M. REG. NO. 2,098,379, REGISTERED SEPTEMBER 16, 1997

STAFFVIEW, U.S. S.M. REG. NO. 2,172,891, REGISTERED JULY 14, 1998

MISCELLANEOUS DESIGN (STAFFMARK SIX PERSON LOGO), U.S. S.M. REG. NO. 2,100,429, REGISTERED SEPTEMBER 23, 1997

FLEXIBLE PERSONNEL, U.S. S.M. REG. NO. 1,733,503, REGISTERED NOVEMBER 17, 1992

MISCELLANEOUS DESIGN ONLY (SILHOUETTE FIGURE), U.S. S.M. REG. NO. 2,055,309, REGISTERED APRIL 22, 1997

BLETHEN TEMPORARIES, U.S. S.M. REG. NO. 1,828,521, REGISTERED MARCH 29, 1994

BLETHEN TEMPORARIES, U.S. S.M. REG. NO. 1,432,591, REGISTERED MARCH 10, 1987

**PENDING U.S. SERVICE MARK APPLICATIONS**

STAFFMARK (AND LEAPING FIGURE DESIGN); FILED IN THE U.S. TRADEMARK OFFICE ON JUNE 19, 2000; AWAITING DESIGNATION OF U.S. PTO SERIAL NUMBER

TRY SOMETHING DIFFERENT; FILED IN THE U.S. TRADEMARK OFFICE ON JUNE 19, 2000; AWAITING DESIGNATION OF U.S. PTO SERIAL NUMBER

OUR SOLUTIONS MAKE THE DIFFERENCE; FILED IN THE U.S. TRADEMARK OFFICE ON JUNE 19, 2000; AWAITING DESIGNATION OF U.S. PTO SERIAL NUMBER

LEAPFROG (AND DESIGN); FILED IN THE U.S. TRADEMARK OFFICE ON JUNE 19, 2000; AWAITING DESIGNATION OF U.S. PTO SERIAL NUMBER

**COMMON LAW UNREGISTERED SERVICE MARKS, TRADE NAMES AND COMPANY NAMES**

STAFFMARK (STYLIZED FONT)



STAFFMARK ACCOUNTANTS

STAFFMARK TECHNICAL

STAFFMARK MEDICAL STAFFING

IN CASE OF CAREER EMERGENCY CALL STAFFMARK MEDICAL STAFFING

IN CASE OF STAFFING EMERGENCY CALL STAFFMARK MEDICAL STAFFING

STAFFMARK MEDICAL STAFFING YOUR FIRST AID

THE NEW WAY TO WORK

STAFFMARK THE NEW WAY TO WORK

THE REAL WORLD IS MORE THAN A TV SHOW

WE CAN CURE YOUR MEDICAL STAFFING NEEDS WITH ONE CALL

1-888-STF-MARK

LOOK INTO STAFFMARK

WE HAVE MORE TO OFFER

LOOKING FOR A JOB WITH MORE OPPORTUNITIES AND FLEXIBILITY? LOOK INTO STAFFMARK

ANYONE CAN FILL IN. WE FIT IN.

SOLUTIONS TO FIT YOUR OFFICE STAFFING NEEDS

LET US SHOW YOU THE WAY TO WORK

THE WAY TO WORK

STAFFMARK THE WAY TO WORK

STAFFMARK IT'S THE WAY TO WORK!

NEW HIRE POWER

THE POWER OF STAFFMARK

STAFFMARK, THE MARK OF QUALITY IN STAFFING

ONE CALL SERVICE

SETTING THE MARK  
PROTEMP  
ACCOUNTING STAFF  
DATA STAFF  
MEDICAL STAFFING  
INDUSTRIAL STAFFING  
OFFICE STAFFING  
MEDICAL OFFICE STAFFING  
OFFICE STAFFING SERVICES  
OFFICE STAFF  
TECHNICAL STAFFING  
PERFORMANCE STAFFING SERVICES  
FLEXIBLE TECHNICAL  
FLEXIBLE ACCOUNTANTS  
FLEXIBLE INFORMATION TECHNOLOGY  
STAFFMARK MEDICAL STAFFING  
STAFFMARK ACCOUNTANTS  
STAFFMARK TECHNICAL  
KLEVEN STAFFING SOLUTIONS  
TPS/FURR & ASSOCIATE PERSONNEL SERVICES  
STRATEGIC COMPUTER RESOURCES  
DP PROS  
DP PROS CONSULTANTS  
ADVANTAGE STAFFING  
HRA ALTERNATIVES

HRA ALTERNATIVES OF KINGSPORT

ITC PERSONNEL SERVICES

ITC TECHNICAL SERVICES

ITC BILINGUAL STAFFING

QUALITY PEOPLE AT THEIR BEST

LAS COLINAS EMPLOYMENT

LAS COLINAS PERSONNEL

SIGNATURE EMPLOYMENT

SIGNATURE TEMPORARIES

CARROLLTON TEMPORARIES

LAS COLINAS TEMPORARIES

SIGNATURE PERSONNEL

SIGNATURE STAFFING

OUR TEMPORARY SERVICE

TEAM TEMPORARIES

WGI SOLUTIONS

STAFF CONTROL PLUS

TRIFLEX TEMPORARY HELP SERVICES

BREWER PERSONNEL SERVICES

ON CALL TECHNICAL SERVICES

ON CALL EMPLOYMENT SERVICES

PROSTAFF PERSONNEL

EXCEL TEMPORARY STAFFING

PROFESSIONAL RESOURCES

OFFICE STAFFING COMPANY

PERFORMANCE PERSONNEL AGENCY  
APS – ADVANCE PERSONNEL SERVICES  
STERLING HUMAN RESOURCE COMPANY  
TEMPWAY SERVICES  
ABLE – TEMPS  
FLEXIBLE PERSONNEL  
GREAT LAKES SEARCH ASSOCIATES  
PPRI  
PROGRESSIVE PERSONNEL RESOURCES OF NEW JERSEY  
PROGRESSIVE PERSONNEL RESOURCES  
PROGRESSIVE PERSONNEL  
THE BLETHEN GROUP  
DIXON ENTERPRISES OF BURLINGTON  
JAEGER PERSONNEL SERVICES  
PERSONNEL PLACEMENT  
TRASEC  
TEMPORARY TECH  
DP PROS OF BURLINGTON  
MAXWELL STAFFING  
MAXWELL STAFFING OF BRISTOW  
TECHNICAL STAFFING  
TEMP TECHNOLOGY  
FIRST CHOICE STAFFING  
CHANDLER ENTERPRISES STAFFING  
HRA

TOM BAIN PERSONNEL

LONGHORN EMPLOYMENT SERVICES

BAKER STREET GROUP

THE BAKER STREET GROUP

FIRSTCHOICE TEMPORARY STAFFING

INTERNATIONAL TEAM CONSULTANTS

CARROLLTON EMPLOYMENT SERVICE

STAFF CONTROL

VISCOM STAFFING GROUP

ADVANTAGE STAFFING

EXECUTIVE PROFESSIONALS D/B/A THE MATRIX GROUP

EXXCEL TEMPORARY GROUP

**Schedule B**

**to**

**Trademark Security Agreement**

**Dated as of June 28, 2000**

**License Agreements**

None.