

RE
KMD
12.11.00

01-11-2001

Docket No.:



101580256

hed original documents or copy thereof.

1. Name of conveying party(ies):

Staffing Solutions Southwest, Inc.

- Individual(s)
- General Partnership
- Corporation-State Georgia
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 30, 2000

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address: Bank of America Corporate Center

Street Address: 100 North Tryon Street, 7th Floor

City: Charlotte State: NC ZIP: 28255

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Collateral Agent

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Schedule B
(attached)

B. Trademark Registration No.(s)

Schedule B
(attached)

Additional numbers Yes No

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

Name: Pamela C. Gavin

Internal Address: McGuireWoods LLP

Street Address: One James Center, 901 East Cary Street

City: Richmond State: VA ZIP: 23219-4030

6. Total number of applications and registrations involved:.....

10

7. Total fee (37 CFR 3.41):.....\$ \$265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

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.

Pamela C. Gavin
Name of Person Signing

Pamela C. Gavin
Signature

December, 2000
Date

Total number of pages including cover sheet, attachments, and

5

SCHEDULE B
To
Patent and Trademark Assignment

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
2,001,255	U.S.	9/17/96	Design Only (of a triangle)
1,966,983	U.S.	04/09/96	PROFITPARTNERS
1,970,221	U.S.	04/23/96	PROFITPARTNERS and Design
2,002,862	U.S.	09/24/96	PROTRONICS
2,001,254	U.S.	09/17/96	PROTRONICS and Design
1,950,471	U.S.	01/23/96	RESOURCEMFG(Stylized)
2,001,252	U.S.	09/17/96	RESOURCEMFG and Design
1,816,089	U.S.	01/11/94	STAFFING SOLUTIONS
2,185,248	U.S.	09/01/98	STAFFING RESOURCES, INC. and Design

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
75/433,691	U.S.	02/10/98	VIP-VALUE IN PARTNERING
Not Assigned	U.S.	Unknown	PROLOGISTIX

TRADEMARK LICENSES

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>
MacTemps, Inc.	U.S.	MACSTAFFING
Power Staffing, Inc.	U.S.	POWERSTAFF

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Staffing Solutions Southwest, Inc., a Georgia corporation (the "Assignor"), having its chief executive office at 1040 Crown Pointe Parkway, Suite 1040, Atlanta, Georgia, 30338, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, (the "Assignee"), with offices at Bank of America Corporate Center, 100 North Tryon Street, 7th Floor, Charlotte, NC 28255, Attention of Agency Services, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of October 30, 2000, as amended, supplemented or modified from time to time (the "Security Agreement").

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 30th day of October, 2000.

STAFFING SOLUTIONS SOUTHWEST, INC., as Assignor

By: [Signature]
Name: Shawn Poole
Title: CFO

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: [Signature]
Name:
Title:

STATE OF Georgia
County OF Fulton

The foregoing instrument was acknowledged before me this 30 day of October, 2000 by Shawn Poole as CFO of Staffing Solutions Southwest, Inc., a Georgia corporation, on behalf of Staffing Solutions Southwest, Inc.

My commission expires:

Notarial Seal

[Signature]
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Dec. 6, 2002

SCHEDULE A
To
Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Inventor</u>	<u>Country</u>	<u>Patent Holder</u>
NONE					

PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number(s)</u>	<u>Date</u>
NONE			

bcc: Earlene E. Wortham

\\CORPORATE SERVICES\ewortha\Staffing Solutions SW2-PTO-ltr(#47922)\v. 1