



07-27-2001



COVER SHEET

ONLY

Docket No.:

Tab settings → → →

To the Honorable Commissioner

101790165

read the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ready Staffing Services, Inc.; Ready Staffing, Inc.; All
Trades Direct, Inc.; Ready Acquisition, Inc.

7-2001

- Individual(s)
- General Partnership
- Corporation-State Kentucky
- 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: June 21, 2001

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

Name: Firstar Bank, N.A.

Internal Address:

Street Address: 425 Walnut Street

City: Cincinnati State: OH ZIP: 45202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

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)

75/468,790

B. Trademark Registration No.(s)

2,433,861 2,459,625 2,465,514

Additional numbers Yes No

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

Name: Cory M. Amron, Esquire

Internal Address: Vorys Sater Seymour and Pease LLP

Street Address: 1828 L Street, N.W.

11th Floor

City: Washington State: DC ZIP: 20036

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

4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

07/26/2001 6TON11 00000105 75468790

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.

Cory M. Amron

Name of Person Signing

Cory Amron

Signature

July 20, 2001

Date

Total number of pages including cover sheet, attachments, and

15

TRADEMARK

REEL: 002334 FRAME: 0817

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made among READY STAFFING SERVICES, INC., a Kentucky corporation, READY STAFFING, INC., a Kentucky corporation, ALL TRADES DIRECT, INC., a Kentucky corporation, READY SERVICES, INC., a Kentucky corporation and READY ACQUISITION, INC., a Kentucky corporation (each a "Grantor" and collectively, "Grantors"), all having an address at 9700 Ormsby Station Road, Suite 210, Louisville, Kentucky 40223, and FIRSTAR BANK, N.A., a national banking association ("Bank") having an office at 425 Walnut Street, Cincinnati, Ohio 45202.

1. DEFINITIONS.

1.1 Financing Agreement. Any capitalized term used, but not defined in, this Agreement will have the meaning given to it in the Financing Agreement binding upon Bank and Grantors, dated as of November 18, 1999, as amended by a First Amendment to Financing Agreement dated as of January 29, 1999, a Second Amendment to Financing Agreement dated as of March 29, 1999, a Third Amendment to Financing Agreement dated as of April 21, 1999, a Fourth Amendment to Financing Agreement dated as of May 18, 1999, a Fifth Amendment to Financing Agreement dated as of June 2, 1999, a Sixth Amendment to Financing Agreement dated as of June 15, 1999, a Seventh Amendment to Financing Agreement dated as of December 10, 1999, an Eighth Amendment to Financing Agreement dated as of February 3, 2000, a Ninth Amendment to Financing Agreement dated as of September 15, 2000, a Tenth Amendment to Financing Agreement dated as of March 9, 2001 and an Eleventh Amendment to Financing Agreement dated as of March 30, 2001 (as so amended and hereafter amended, restated, consolidated and replaced from time to time, the "Financing Agreement").

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Grantors not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) References to the Uniform Commercial Code, or UCC, mean as enacted in the particular jurisdiction(s) encompassed by the reference.

(iii) The definition of any document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iv) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and

conversely; and any action required to be taken by any Grantor is to be taken promptly, unless the context clearly indicates the contrary.

(v) All of the uncapitalized terms contained in this Agreement which are defined under the UCC will, unless the context indicates otherwise, have the meanings provided for in the UCC.

(vi) “material item of the Trademark Collateral” means each item of the Trademark Collateral unless, with respect to the applicable item of Trademark Collateral, the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not, in Bank’s judgment, necessary in the conduct of each Grantor’s business.

2. GRANT OF SECURITY.

2.1 Grant of Security. As security for the full, prompt and complete payment and performance of all of the Obligations, including the Guaranteed Obligations (as defined in the Guaranty executed by each Grantor and delivered to Bank), each Grantor hereby grants to Bank a continuing security interest in and a pledge of and to the Trademark Collateral. As used herein, “Trademark Collateral” means: all now owned or existing and filed and hereafter acquired or arising and filed: trademarks, service marks, trademark or service mark registrations and renewals thereof, trade names, trademark or service mark licenses and trademark or service mark applications throughout the world (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each name, mark, registration, and application listed on Schedule I attached hereto and made a part hereof, and proceeds of such Trademark Collateral. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any Trademark Collateral prior to an Event of Default or of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, any Grantor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from Trademark Collateral for purposes of this Agreement.

2.2 Use and Ownership Prior to Default: Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademark Collateral, and shall have the right to use and register the Trademark Collateral in the ordinary course of the business of the Grantor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Trademark Collateral or any part thereof; *provided, however*, that nothing herein shall prohibit Grantor from failing to renew or otherwise abandoning any item included within the Trademark Collateral if, in Grantor’s good faith judgment, the retention of such item is not material to the proper conduct of Grantor’s business, except that the Grantor shall not permit the expiration of registrations of trademarks in the United States Patent and Trademark Office, listed in Schedule I hereto, or defined as Trademark Collateral, without the prior written consent of the Bank, which consent shall not be unreasonably withheld. Grantor shall provide notice of such planned action to Bank on or before sixty (60) days prior to the date the trademark registration expires. In the event Grantor does not receive authorization from Bank at least one month before any action must be taken to register or maintain registration for

the Trademark Collateral, Bank will be deemed to have acquiesced in and authorized Grantor to take appropriate action for the sole purpose of registering or maintaining registration of the Trademark Collateral.

3. **REPRESENTATIONS AND WARRANTIES.** Each Grantor represents and warrants that:

(i) Grantors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral, free and clear of any Liens, charges and encumbrances including all pledges, assignments, releases and covenants not to sue any other Person in respect of the Trademark Collateral, except the Liens in favor of Bank, Equitas, and Harbinger.

(ii) Set forth in Schedule I is a complete and accurate list of all the trademarks, trade names, service marks, trademark and service mark registrations, tradename or service mark license and applications for trademark or service mark registrations owned by Grantors or in which Grantors have any rights.

(iii) Each trademark, service mark, trade name, trademark and service mark registration, trademark or service mark licenses and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and, to the best of Grantors' knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Grantors have notified Bank in writing of all prior uses of any material item of the Trademark Collateral of which each Grantor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(iv) No Grantor has granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral pursuant to this Agreement in favor of Bank.

(v) Reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark.

(vi) All existing trademark and service mark licenses are in full force and effect, and no Grantor is in default of any of the trademark and service mark licenses and, to Grantors' knowledge, no event has occurred which with notice or the passage of time, or both, might constitute a default by any Grantor under the trademark and service mark licenses.

(vii) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of UCC financing statements, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (a) for the grant by each Grantor of the Liens

granted hereby or for the execution, delivery or performance of this Agreement by each Grantor, or (b) for the perfection of or the exercise by Bank of its rights and remedies hereunder.

4. FURTHER ASSURANCES.

4.1 Required Grantors' Actions. Each Grantor will from time to time, at its expense, promptly execute and deliver all further instruments, documents, and agreements and take all further action, that may be necessary or desirable, or that Bank may reasonably request, in order to (i) continue, perfect and protect the Liens granted or purported to be granted hereby or (ii) enable Bank to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, each Grantor will sign and file such financing statements and such other instruments or notices, as may be necessary or desirable, or as Bank may reasonably request, in order to perfect and preserve the Liens granted or purported to be granted hereby.

4.2 Financing Statements. Each Grantor hereby authorizes Bank to file one or more financing statements relative to all or any part of the Trademark Collateral and the License without the signature of said Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering any or all of the Trademark Collateral or any part thereof or the License shall be sufficient as a financing statement where permitted by law.

4.3 Further Information. Each Grantor will furnish to Bank from time to time statements and schedules further identifying and describing the Trademark Collateral and the License and such other reports in connection with the Trademark Collateral and the License as Bank may reasonably request, all in reasonable detail.

4.4 Additional Ownership Interests. Grantors agree that, should any Grantor obtain an ownership interest in any trademark, service mark, trade name, trademark or service mark registration, trademark or service mark licenses or application for trademark or service mark registration, which is not now identified in Schedule I, (i) Grantors will give prompt written notice thereof to Bank, (ii) the provisions of Section 2 shall automatically apply to any such trademark, service mark, trademark or service mark registration, trademark or service mark licenses, or application for trademark or service mark registration (exclusive of any Intent to Use Applications), and (iii) any such trademark, service mark, trademark or service mark registration, trademark or service mark licenses, or application for trademark or service mark registration (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Each Grantor authorizes Bank to modify this Agreement by amending Schedule I to include any of the trademark, service mark, trademark or service mark registration, trademark or service mark license, or application for trademark or service mark registration, which becomes part of the Trademark Collateral under this Section 4.4.

4.5 Maintenance of Rights. Each Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to

maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each material item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its businesses, each Grantor agrees to take corresponding steps with respect to the other items of Trademark Collateral (*i.e.*, exclusive of any material item of Trademark Collateral) and each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which each Grantor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Grantors. No Grantor shall (i) abandon any registration of or any material item of Trademark Collateral or (ii) abandon any right to file an application for trademark or service mark registration, or, with respect to any other Trademark Collateral (*i.e.*, exclusive of any material item of Trademark Collateral), abandon any pending application, registration, trademark or service mark, unless the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of any of the Grantors' business.

4.6 Notification. Grantors will notify Bank immediately and in writing if any one Grantor learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; or (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the trademark or service mark licenses.

4.7 Infringement. If any Grantor becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by any Person, said Grantor will promptly notify Bank and will, if necessary under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and will take such other actions as said Grantor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities shall be borne by Grantors.

4.8 Statutory Notice. Each Grantor will continue to use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

5. TRANSFERS AND OTHER LIENS. No Grantor shall:

(i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral, except (a) as expressly permitted by the Loan Documents, and (b) each Grantor may grant non-exclusive licenses of Trademark Collateral in the ordinary course of said Grantor's business to have third parties manufacture products to be sold by said Grantor or its licensees in the ordinary course of its business which, in any event, are terminable at the will of said Grantor or on no more than 90 days advance notice;

(ii) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Trademark Collateral except the Liens in favor of Bank and as otherwise disclosed in Schedule I, or as otherwise expressly permitted by the Financing Agreement; or

(iii) take any other action in connection with any of the material items of Trademark Collateral that would impair the value of the interests or rights thereunder of any of the Grantors or Bank.

6. **POWER OF ATTORNEY.** Each Grantor hereby irrevocably appoints Bank as said Grantor's attorney-in-fact, with full authority in said Grantor's place, stead and on behalf of said Grantor and in said Grantor's name or otherwise, from time to time in Bank's sole and absolute discretion, to take any action and to execute any instrument that Bank may deem necessary or advisable on and after the occurrence of an Event of Default and during the continuance thereof to accomplish the purposes of this Agreement including:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;

(ii) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) of this Section 6; and

(iii) (a) to file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Trademark Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Bank's name (or the name of any nominee), or (c) otherwise to enforce the rights of Bank with respect to any of the Trademark Collateral.

7. **BANK MAY PERFORM.**

7.1 **Performance by Bank.** If any Grantor fails to perform any of its obligations contained herein after written notice to said Grantor from Bank, Bank (solely at its option without any obligation to do so) may itself perform, or cause performance of, such obligations, and the expenses of Bank incurred in connection therewith shall be payable under Section 15.10 of the Financing Agreement.

7.2 **Bank May Bring Suit.** On, and at any time after, the occurrence of an Event of Default and during the continuance thereof, Bank will have the right, but in no way will be obligated, to bring suit in its own name or in the name of defaulting Grantor to enforce any part of the Trademark Collateral. Defaulting Grantor will at the reasonable request of Bank do any and all lawful acts and sign any and all proper documents required by Bank in aid of Bank's enforcement actions. On Bank's demand, defaulting Grantor and/or Grantors will promptly reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 7.

8. **BANK'S DUTIES.** The powers conferred on Bank hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon Bank to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for moneys actually received by it under this Agreement, Bank shall have no duty as to any of the Trademark Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral. Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Trademark Collateral in its possession if the Trademark Collateral are accorded treatment substantially equal to that which Bank accords its own property.

9. **REMEDIES.** If any Event of Default occurs and is continuing:

(i) Bank may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Bank, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may do any one or more of the following at Bank's option: (a) cause the assignment of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) of the Trademark Collateral in Bank's name or in the name of any nominee of Bank; (b) exercise any and all rights and remedies of each Grantor under or otherwise in respect of the Trademark Collateral; (c) assign or license the Trademark Collateral or any part thereof, to any Person; and (d) with 10 days advance notice (unless no notice is required under applicable law), sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Bank may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) defaulting Grantor will supply to Bank or its designee said Grantor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Grantors agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to any defaulting Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Bank shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) All payments received by any Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of Bank, shall be segregated from other funds of said Grantor and shall be forthwith paid over to Bank in the same form as so received (with any necessary indorsements).

(iii) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by Bank in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion

of Bank, be held by Bank as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Bank pursuant to Section 15.10 of the Financing Agreement) in whole or in part by Bank against, all or any part of the Obligations, in such order as Bank shall elect. Any surplus of such cash or cash proceeds held by Bank and remaining after the indefeasible payment in full of all the Obligations shall be paid over to Grantors or to whomsoever may be lawfully entitled to receive such surplus.

10. AMENDMENTS; WAIVERS; CONSENTS. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor from the terms of this Agreement shall in any event be effective unless such amendment or waiver shall be in writing and signed by Bank, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

11. NOTICE. Any notice, certificate, request, notification and other communication required, permitted or contemplated hereunder must be in writing and given in accordance with Section 15.9 of the Financing Agreement.

12. GENERAL.

12.1 Continuing Rights. This Agreement shall create a continuing security interest to Bank of the Trademark Collateral and a continuing Lien on the Trademark Collateral and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon each Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of Bank hereunder and Bank's successors, transferees and assigns.

12.2 Term; The Trademark Collateral and the License Revert. Subject to Section 12.10 below, this Agreement will terminate on the later to occur of (i) the full and indefeasible performance, payment and satisfaction of all the Obligations and (ii) the termination of the Financing Agreement, at which time the security interest and the Liens granted hereby shall terminate. Upon any such termination, Bank will, at Grantors' expense, execute and deliver to each Grantor such documents as said Grantor reasonably requests to evidence such termination.

12.3 Severability. If any term of this Agreement is found invalid under Ohio law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining terms of this Agreement

12.4 Governing Law. THIS AGREEMENT HAS BEEN DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT CINCINNATI, OHIO. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OHIO (WITHOUT REFERENCE TO OHIO CONFLICTS OF LAW PRINCIPLES).

12.5 WAIVER OF JURISDICTION. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR BANK TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO GRANTORS, EACH GRANTOR AGREES THAT ANY ACTION, SUIT OR

PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF BANK, ITS SUCCESSORS AND ASSIGNS, AND WITHOUT LIMITATION ON THE ABILITY OF BANK, ITS SUCCESSORS AND ASSIGNS, TO EXERCISE ALL RIGHTS AS TO THE COLLATERAL OR INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO REPAYMENT OF THE OBLIGATIONS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT CINCINNATI, OHIO. BANK AND EACH GRANTOR EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT CINCINNATI, OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO GRANTORS AND BANK AT THEIR RESPECTIVE ADDRESSES SET FORTH IN SECTION 15.9 OF THE FINANCING AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF OHIO. EACH GRANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

12.6 **Headings.** Section headings in this Agreement are included for convenience of reference only and shall not relate to the interpretation or construction of this Agreement.

12.7 **Survival.** The representations, warranties, covenants and agreements contained in this Agreement or in any Schedule attached hereto shall survive the signing of this Agreement.

12.8 **Entire Agreement; Counterparts.** This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to its subject matter and supersede all previous understandings, written or oral, in respect thereof. This Agreement may be signed in multiple counterparts, all of which taken together constitute a single document.

12.9 **Assignment.** Bank shall have the right to assign this Agreement and the other Loan Documents. No Grantor may assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without Bank's written consent shall be void. All of the rights, privileges, remedies and options given to Bank under the Loan Documents shall inure to the benefit of Bank's successors and assigns, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of each Grantor and Bank, respectively.

12.10 **Application of Payments; Revival of Obligations.** Bank shall have the continuing right, but not the obligation, to apply or reverse and reapply any payments to any portion of the Obligations. To the extent any or all of Grantors make a payment or payments to Bank or Bank receives any payment or proceeds of the Trademark Collateral or any other security for any or all of Grantors' benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal

law, common law or equitable cause, then, to the extent of such payments or proceeds received, the Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment or proceeds had not been received by Bank.

12.11 Equitable Relief. Grantors recognize that, in the event any Grantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Bank; therefore, Grantors agree that Bank, if Bank so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

12.12 Cumulative Remedies. The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law and equity. Exercise of one or more remedy(ies) by Bank does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy.

12.13 Waivers and Amendments in Writing. Failure by Bank to exercise any right, remedy or option under this Agreement or in any Loan Document or delay by Bank in exercising the same shall not operate as a waiver by Bank of its right to exercise any such right, remedy or option. No waiver by Bank shall be effective unless it is in writing and then only to the extent specifically stated. This Agreement cannot be changed or terminated orally.

12.14 Joint and Several Obligations. The Obligations of Grantors under this Agreement are joint, several and primary.

12.15 Conflict. If there is any conflict, ambiguity, or inconsistency, in Bank's judgment, between the terms of this Agreement and the Financing Agreement, then the applicable terms and provisions, in Bank's judgment, providing Bank with greater rights, remedies, powers, privileges, or benefits will control.

12.16 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR BANK TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO GRANTORS, EACH GRANTOR AND BANK EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN BANK AND BORROWERS.

IN WITNESS WHEREOF, Grantors have, by their duly authorized officers, signed this Agreement as of June 21, 2001.

READY STAFFING SERVICES, INC.

By: James Campbell
Name: James Campbell
Title: Vice President

READY STAFFING, INC.

By: James Campbell
Name: _____
Title: Sr. Vice President

ALL TRADES DIRECT, INC.

By: James Campbell
Name: _____
Title: Sr. Vice President

**READY SERVICES, INC., dba The
Solution Source**

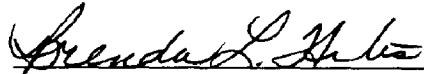
By: James Campbell
Name: _____
Title: Sr. Vice President

READY ACQUISITION, INC.

By: James Campbell
Name: _____
Title: Sr. Vice President

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) ss:

The foregoing Trademark Security Agreement was executed and acknowledged before me this 21 day of June, 2001, by James G. Campbell, personally known to me to be the Sr. Vice President of Ready Staffing Services, Inc., a Kentucky corporation, on behalf of such corporation.



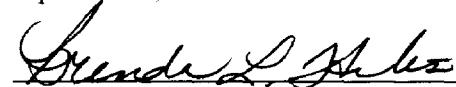
Notary Public

[SEAL]

My Commission Expires: October 28, 2004

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) ss:

The foregoing Trademark Security Agreement was executed and acknowledged before me this 21 day of June, 2001, by James G. Campbell, personally known to me to be the Sr. Vice President of Ready Staffing, Inc., a Kentucky corporation, on behalf of such corporation.



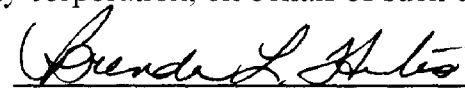
Notary Public

[SEAL]

My Commission Expires: October 28, 2004

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) ss:

The foregoing Trademark Security Agreement was executed and acknowledged before me this 21 day of June, 2001, by James G. Campbell, personally known to me to be the Sr. Vice President of All Trades Direct, Inc., a Kentucky corporation, on behalf of such corporation.




Notary Public

[SEAL]

My Commission Expires: October 28, 2004

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) ss:

The foregoing Trademark Security Agreement was executed and acknowledged before me this 21 day of June, 2001, by James G. Campbell, personally known to me to be the Sr. Vice President of Ready Acquisition, Inc., a Kentucky corporation, on behalf of such corporation.




Notary Public

[SEAL]

My Commission Expires: October 28, 2004

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) ss:

The foregoing Trademark Security Agreement was executed and acknowledged before me this 21 day of June, 2001, by James G. Campbell, personally known to me to be the Sr. Vice President of Ready Services, Inc., a Kentucky corporation, on behalf of such corporation.



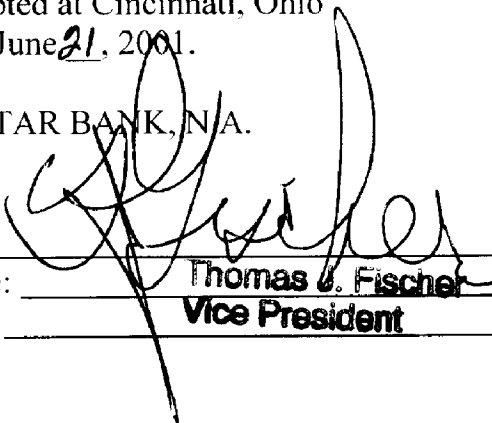
Notary Public

[SEAL]

My Commission Expires: October 28, 2004

Accepted at Cincinnati, Ohio
as of June 21, 2001.

FIRSTAR BANK, N.A.

By: 
Name: Thomas G. Fischer
Title: Vice President

SCHEDULE I

TRADEMARK COLLATERAL

MARK	SERIAL/REG NO.	DATE FILED
ALL TRADES DIRECT TRADESPEOPLE FOR CONSTRUCTION	76/030,608	4/20/2000
ALL TRADES DIRECT	76/030,607	4/20/2000
R READY STAFFING	2,433,861	4/16/1998
READY STAFFING	75/468,790	4/16/1998

Trademark license of U.S. App. No. 75/468,790 ("READY STAFFING") and Reg. No. 2,433,861 ("R READY STAFFING") from Ready Staffing Services, Inc. to Ready Staffing, Inc.