

02-11-2002

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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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ET U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
**InStaff Personnel, LLC**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Limited Liability Company**

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

3. Nature of conveyance:

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

Execution Date: **August 11, 2000**

2. Name and address of receiving party(ies)  
**Bank One, NA, f/k/a Bank One, Texas, N.A.**

Name: \_\_\_\_\_  
Internal  
Address: **3rd Floor**  
Street Address: **1717 Main Street**  
City: **Dallas** State: **TX** Zip: **75201**

- 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 representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
**75908523**

B. Trademark Registration No.(s)  
**2269796**

Additional number(s) attached  Yes  No

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

Name: **Shad Sumrow**  
Internal Address: **Thompson & Knight L.L.P.**  
**Suite 3300**  
Street Address: **1700 Pacific Avenue**  
City: **Dallas** State: **TX** Zip: **75201**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41).....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

**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.

**Shad Sumrow**

Name of Person Signing

Signature

**February 8, 2002**

Date

Total number of pages including cover sheet, attachments, and document: **5**

02/11/2002 GTON11 00000126 75908523

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

**TRADEMARK**  
**REEL: 002440 FRAME: 0874**

## TRADEMARK SECURITY AGREEMENT

WHEREAS, InStaff Personnel, LLC, a Texas limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, InStaff Holding Corporation ("Borrower") and Bank One, Texas, N.A. ("Secured Party") are parties to a Loan Agreement dated as of August 11, 2000 (as same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrower by Secured Party; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 11, 2000, (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party (in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Secured Obligations (as therein defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

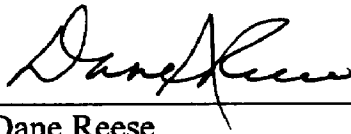
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the

Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

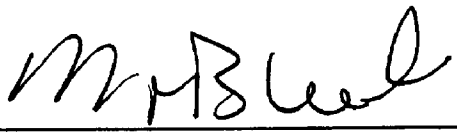
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 11th day of August, 2000.

**INSTAFF PERSONNEL, LLC**

By:   
Name: Dane Reese  
Title: Chief Executive Officer

Acknowledged:

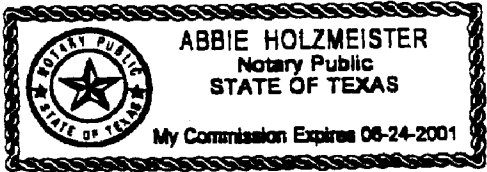
**BANK ONE, TEXAS, N.A., as Secured Party**

By:   
Name: Mark B. Wade  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

On the 11<sup>th</sup> day of August, 2000, before me personally appeared Dane Reese, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Executive Officer of InStaff Personnel, LLC, who being by me duly sworn, did depose and say that he is Chief Executive Officer of InStaff Personnel, LLC, the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its members or managers; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.



*Abbie Holzmeister*  
\_\_\_\_\_  
Notary Public

Schedule 1 to  
Trademark Security Agreement

UNITED STATES TRADEMARKS

| MARK    | REGISTRATION DATE | REG. NO.  |
|---------|-------------------|-----------|
| INSTAFF | August 10, 1999   | 2,269,796 |

TRADEMARK APPLICATIONS

| MARK                            | DATE FILED       | SERIAL NO. |
|---------------------------------|------------------|------------|
| BUILDING AMERICA'S<br>WORKFORCE | February 2, 2000 | 75/908,523 |