

04-17-2002



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OFFICE OF PATENT RECORDS  
702 102-3 11 10-33  
FINANCE SECTION

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#

4-3-02

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License  
 Security  Nunc Pro Tunc Assignment  
 Merger  
 Change of Name  
 Other

Effective Date  
Month Day Year

Conveying Party  Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other

Citizenship/State of Incorporation/Organization

Receiving Party  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

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

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 Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

04/16/2002 TBIAZ1 00000192 1930074 Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
01 FC:481 40.00  
02 FC:482 25.00

**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)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,930,074"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,450,001"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.*

Joyce W. Jenzano  
Name of Person Signing

Joyce W. Jenzano  
Signature

3-25-02  
Date Signed

USPTO Form 1-104

REC  
TF

03-06-1998



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

481-40 482-25

Tab settings

To the Honorable Commissioner of Patents

and original documents or copy thereof.

1. Name of conveying party(ies):

Mega Force Staffing Resources, Inc.

mlp  
3-6-98

- Individual(s)
- General Partnership
- Corporation-State North Carolina
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 3, 1997

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

Name: ING (U.S.) Capital Corporation, as Administrative Agent

Internal Address: attn: B. Pollard

Street Address: 333 S. Grand Ave., Suite 4200

City: Los Angeles State: CA ZIP: 90071

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

If assignee is not domiciled in the United States, a properly representative designation is attached  Yes  No  
Designation must be a separate document from Assignment  
Additional receipt & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

none

TM

B. Trademark registration No.(s)

1,450,001  
1,930,074

Additional numbers attached?  Yes  No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: attn: J. Crevitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

2

7. Total fee (\$7 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.

William H. Scott IV, Esq.

03/04/98

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet

10

OMP No. 0651-0011 (Rev. 4/94)

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Mail documents to be recorded with required cover sheet information to:

1/31/98 TRM1 0000025 1450001  
F21M1  
F21M2

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**SCHEDULE A**  
**To the Trademark Collateral Assignment**

**Existing and Pending Trademarks**

<b><u>Service Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Date of Registration</u></b>
Mega Force Temporaries	1,450,001	July 28, 1987
M and Design	1,930,074	October 24, 1995

**TRADEMARK COLLATERAL ASSIGNMENT**  
(Subsidiary)

This TRADEMARK COLLATERAL ASSIGNMENT (Subsidiary) (the "Assignment") is made and entered into as of December 3, 1997 by Mega Force Staffing Resources, Inc., a North Carolina corporation (the "Assignor"), in favor of ING (U.S.) Capital Corporation, as Administrative Agent ("Assignee") under the Loan Agreement hereinafter referred to, for the benefit of the Lenders party thereto named (collectively "Lenders"), with reference to the following facts:

**RECITALS**

A. Corporate Staffing Resources, Inc., a Delaware corporation ("Borrower") has entered into a Loan Agreement dated as of even date herewith by and among Borrower, ING (U.S.) Capital Corporation and Creditanstalt Corporate Finance, Inc., as Co-Agents and initial Lenders, and ING (U.S.) Capital Corporation, as Administrative Agent for the Lenders now, and any Lenders which may hereafter become, a party to the Loan Agreement (as such agreement may from time to time be amended, extended, received, supplemented or otherwise modified, the "Loan Agreement"), under which Lenders have agreed to extend certain credit facilities to the Borrower.

B. Assignor is a Subsidiary of Borrower and expects to realize direct and indirect benefits as the result of the availability of the aforementioned credit facilities to Borrower, as the result of financial or business support which will be provided to Assignor by Borrower.

C. Pursuant to the terms of the Loan Agreement, Assignor has executed that certain Subsidiary Guaranty (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"), dated as of even date herewith, for the benefit of Assignee, pursuant to which the Assignor guaranteed each of the Obligations of the Borrower under the Loan Agreement.

D. The Loan Agreement provides, as a condition precedent to the Lenders' obligations to extend credit facilities to Borrower, that Assignor deliver this Assignment to secure the Guaranteed Obligations .

## AGREEMENT

**NOW, THEREFORE, in order to induce Lenders to extend credit facilities to Borrower under the Loan Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby represents, warrants, covenants and agrees as follows:**

**1. Terms defined in the Subsidiary Guaranty and not otherwise defined in this Assignment shall have the meanings given those terms in the Subsidiary Guaranty, and if not therein, then in the Loan Agreement, as though set forth herein in full.**

**2. Assignor hereby grants, assigns and conveys to Assignee, to secure all Guaranteed Obligations, all trademarks and service marks and United States, Canadian state, provincial and other international registrations thereof as listed on Schedule A hereto and the right to sue for past, present and future infringements of rights in trademarks and service marks and all renewals thereof, all goodwill of Assignor relating to the foregoing and all proceeds of the foregoing including, but not limited to, proceeds of licensing (the "Trademarks"). Unless and until an Event of Default (as defined in the Loan Agreement) occurs, Assignor shall be entitled to an exclusive license to use the Trademarks on a royalty free basis, provided that upon the occurrence of any Event of Default, such license shall automatically terminate.**

**3. Assignor is the sole owner, as of the date hereof, in the United States and throughout the world of the entire right, title and interest in and to each of the Trademarks free from any mortgage, pledge, lien, security interest, assignment, charge or other encumbrance, whether recorded or unrecorded, including, without limitation, licenses, and covenants not to sue, except Liens permitted under the Loan Documents.**

**4. As of the date hereof, each of the Trademarks listed on Schedule A is valid and enforceable and collectively they constitute all Trademarks now owned by Assignor.**

**5. The Trademarks are subsisting and have not, through litigation or otherwise, been adjudged invalid or unenforceable, in whole or in part.**

**6. The execution, delivery and performance of this Assignment is within the powers of Assignor and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Assignor is a party or by which any of Assignor's property is bound.**

7. Assignor shall defend the Trademarks against all material claims and demands of all persons at any time claiming the same or any interests therein adverse to the Assignee. Until the Guaranteed Obligations shall have been satisfied in full, Assignor shall not pledge, mortgage or create, or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of the Trademarks, without the Assignee's prior written consent, except as otherwise permitted under the Loan Documents.

8. Assignor shall promptly apply for and obtain all renewals or extensions of the Trademarks to the full extent permitted by law, except in such instances where the failure to apply for and obtain any renewals or extensions would not have a materially adverse effect on Assignor and its business, operations, properties and condition (financial or otherwise). If, before all Guaranteed Obligations have been satisfied in full, Assignor shall register or apply for registration with respect to any new trademark or service mark, Assignor shall give Assignee prompt written notice of all such trademarks, service marks, extensions and renewals and the provisions of this Assignment shall apply thereto. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any new trademark or service mark, and any trademark or service renewal of Assignor applied for and obtained hereafter, in accordance with the written notice provided pursuant to this Section.

9. Assignor shall promptly notify Assignee in writing of the institution of, and any adverse determination in, any material proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding Assignor's claim of ownership in any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, Assignor shall promptly notify Assignee of such infringement and (a) if an Event of Default shall have occurred and be continuing or (b) the Board of Directors of the Assignor shall deem it to be prudent, sue for and diligently pursue damages for such infringement. If Assignor shall fail to take such action within three (3) months after such notice is given to Assignee, Assignee may, but shall not be required to, itself take such action in the name of Assignor, and Assignor hereby appoints Assignee the true and lawful attorney of Assignor, for its and in its name, place and stead, on behalf of such Assignors, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Assignors, net of costs and attorneys' fees, to be applied to the Guaranteed Obligations.

10. Assignor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Assignee, relating to the creation, validity, or perfection of the security interests and collateral assignments provided for in this Assignment under 15 U.S.C. Section 1051, et seq., the Uniform Commercial Code or

other law of the United States, the State of New York or of any countries or states as Assignee may from time to time reasonably request, and shall take all such other action as Assignee may reasonably require to more completely vest in and assure to Assignee its rights hereunder or in any of the Trademarks, and Assignor hereby irrevocably authorizes Assignee or its designee, at Assignor's expense, to execute such documents, and file such financing statements with respect thereto with or without Assignor's signatures, as Assignee may reasonably deem appropriate (provided that, at any time prior to the occurrence of an Event of Default (as defined in the Loan Agreement), Assignor shall first have failed or refused to do so promptly upon Assignee's request). In the event that any recording or re-filing (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest and collateral assignments, Assignor shall, at its cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Assignee.

Assignee is hereby irrevocably appointed as Assignor's lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of Assignor, such financing statements, collateral assignments, pledges and other documents and agreements, and to take such other action as Assignee may deem necessary for the purpose of perfecting, protecting or effecting the security interests and collateral assignments granted herein and effected hereby, and any mortgages or liens necessary or desirable to implement or effectuate the same, under any applicable law (provided that, at any time prior to the occurrence of an Event of Default (as defined in the Loan Agreement), Assignor shall first have failed or refused to do so promptly upon Assignee's request), and Assignee is hereby authorized to file on behalf of and in the name of Assignor at Assignor's expense, such financing statements, collateral assignments, pledges, documents, and agreements in any appropriate governmental office.

11. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, Assignee may without notice or demand declare this Assignment to be in default and Assignee shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Trademarks at public or private sale. Assignee shall give to Assignor at least five (5) days' prior written notice of the time and place of any public sale of the Trademarks or of the time after which any private sale or any other intended disposition is to be made.

Effective upon the occurrence and continuation of an Event of Default (as defined in the Loan Agreement), Assignor hereby (i) grants to Assignee such right



and non-exclusive licenses to make, have made, use and sell the Trademarks for Assignee's benefit and account, and (ii) agrees that no additional licenses shall be granted to any third party, without written consent of Assignee.

To the extent permitted by applicable law, Assignor hereby waives any and all rights that they may have to a judicial hearing, if any, in advance of the enforcement of any of Assignee's rights hereunder, including, without limitation, its rights following any Event of Default (as defined in the Loan Agreement) to take immediate possession of the Trademarks and exercise its rights with respect thereto.

Assignee shall not be required to marshal any present or future security for, or guaranties of, the Guaranteed Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. Assignor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Assignee's rights under this Assignment or any other instrument evidencing any of the Guaranteed Obligations or by which any of the Guaranteed Obligations is secured or guaranteed, and to the extent that it lawfully may, Assignor hereby irrevocably waives the benefits of all such laws.

12. Except for notices specifically provided for herein, Assignor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Guaranteed Obligations and any collateral therefor, Assignor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Assignee may deem advisable. Assignee shall have no duty as to the protection of the Trademarks or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by law. Assignee may exercise its rights with respect to the Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. Assignee shall not be deemed to have waived any of its rights upon or under the Guaranteed Obligations or the Trademarks unless such waiver be in writing and signed by Assignee. No delay or omission on the part of Assignee in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of Assignee on the Guaranteed Obligations or the Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Assignor will pay any and all (i) reasonable charges, costs and taxes incurred in enforcing or subsequently amending this Assignment, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and fees and disbursements of Assignee's counsel incurred by Assignee, in connection with this Assignment, and (ii) reasonable fees and disbursements, incurred by Assignee in the preparation, execution and delivery of any waiver or consent by Assignee relating to this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any liens, security interests or other rights of Assignee under this Assignment, or under any other documentation heretofore, now, or hereafter given to Assignee in furtherance of the transactions contemplated hereby.

Assignor agrees to reimburse Assignee for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including attorneys' fees and disbursements, on the terms and subject to the limitations set forth in Section 12.13 of the Loan Documents.

14. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the United States, and, to the extent that the laws of the United States are not applicable, by the internal laws of the State of New York.

15. Miscellaneous.

(a) Any notice, request, demand or other communication required or permitted under this Assignment and shall be in writing and shall be deemed to be properly given if done in accordance with the terms of the Subsidiary Guaranty.

(b) The provisions of this Assignment may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Assignee.

(c) This Assignment shall be released when all Guaranteed Obligations (other than contingent indemnification obligations) have been paid in full in cash or otherwise performed in full and when no portion of the Commitment remains outstanding. Upon such release Assignee shall endorse, execute, deliver, record and file all instruments and documents, and do all other

acts and things, reasonably required to evidence or document the release of Assignee's interests arising under this Assignment all as reasonably requested by, and at the sole expense of Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

MEGA FORCE STAFFING SERVICES, INC.,  
a North Carolina corporation

By: *[Signature]*

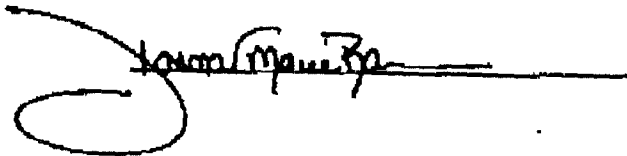
Title: CEO-TR

State of ~~California~~ <sup>New York</sup> )  
County of ~~California~~ <sup>New York</sup> )

On Dec. 3rd 1997 before me, Donna Marie Barra, Notary Public, personally appeared H. Ronald Stone

personally known to me or  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



DONNA MARIE BARRA  
Notary Public, State of New York  
No. 82-100287  
Qualified in Suffolk County  
Commission Expires Aug. 10, 1998

LAS:LEADOTHERVFC21087437.1  
120197

RECORDED: 03/06/1998

-8-

TRADEMARK  
REEL - 1606 FRAME - 0033

TOTAL P.11

RECORDED: 04/03/2002

TRADEMARK  
REEL: 002485 FRAME: 0389