



05-06-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECOR TR

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 5.1.02
 Alternative Resources Corporation

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

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

2. Name and address of receiving party(ies)
 Name: Fleet Capital Corporation
 Internal Address: _____
 Street Address: One Federal Street
 City: Boston State: MA Zip: 02110

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Rhode Island corporation
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 1/31/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1741630,
1806836, 2270170, 1995455,

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jodie Salasny, Legal Assistant
 Internal Address: c/o Palmer & Dodge LLP

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16/0085

DO NOT USE THIS SPACE

9. Signature.
 Jodie Salasny _____
 Name of Person Signing Signature Date 4/30/02

Total number of pages including cover sheet, attachments, and document: 8

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

05/06/2002 TDIAZ1 00000010 1741630
 01 FC:481 40.00 OP
 02 FC:482 150.00 OP

TRADEMARK REEL: 2499 FRAME: 0746

4.B. Additional Registration/Serial Numbers:

TRADEMARK	Ser. No.
SMARTSOURCING+	Ser. No. 75/306,066
TACTICAL INSOURCING	Ser. No. 74/315,764
TAKING IT TO THE NEXT LEVEL	Ser. No. 75/614,094



SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Alternative Resources Corporation (the "Pledgor"), a Delaware corporation whose principal place of business is located at 600 Hart Road, Suite 300, Barrington, Illinois is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS Pledgor has entered into that certain Credit and Security Agreement dated as of January 31, 2002 (the "Credit Agreement") among the Pledgor, the Pledgor's subsidiaries (collectively, with the Pledgor, the "Credit Parties"), and Fleet Capital Corporation (the "Lender"), pursuant to which the Pledgor has granted to the Lender a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Credit Agreement in connection with all of the Pledgor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, all of the Pledgor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.


This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor and the Lender each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 31st day of January, 2002.

ALTERNATIVE RESOURCES CORPORATION

By: 
Name: Steven Purcell
Title: Senior Vice President

FLEET CAPITAL CORPORATION

By: _____
Name: Christopher Godfrey
Title: Senior Vice President

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 31st day of January, 2002.

ALTERNATIVE RESOURCES CORPORATION

By:
Name: Steven Purcell
Title: Senior Vice President

FLEET CAPITAL CORPORATION

By: 
Name: Christopher Godfrey
Title: Senior Vice President

State of Illinois

County of Lake

On this 26th day of April, 2002, before me personally appeared Steven Purcell, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Alternative Resources Corporation with authority to do so.



Susan Z. Tipton
(Signature of notary public)

My commission expires: 9-21-05

Commonwealth of _____

County of _____

On this _____ day of _____, 2002, before me personally appeared Christopher Godfrey, the person who signed this instrument and who acknowledged that she/he signed it as a free act on behalf of Fleet Capital Corporation with authority to do so.

(Signature of notary public)

My commission expires: _____

State of _____

County of _____

On this _____ day of _____, 2002, before me personally appeared Steven Purcell, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Alternative Resources Corporation with authority to do so.

(Signature of notary public)

My commission expires: _____

Commonwealth of Massachusetts

County of Suffolk

On this 11th day of March, 2002, before me personally appeared Christopher Godfrey, the person who signed this instrument and who acknowledged that she/he signed it as a free act on behalf of Fleet Capital Corporation with authority to do so.

Jolanta M. Bialek
(Signature of notary public)

My commission expires: _____

**JOLANTA M. BIALEK, NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 9, 2008**