

06-05-2002



Form PTO-1594 (Rev. 03/01) OFFICE OF PRECO TR 102111573 OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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): Snelling and Snelling, Inc. 6-3-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address:
Street Address: 901 Main Street, 66th Floor
City: Dallas State: Texas Zip: 75202
Individual(s) citizenship
Association National Banking Association
General Partnership
Limited Partnership
Corporation-State
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: April 26, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/167,368; 76/188,938
B. Trademark Registration No.(s) 2,544,471; 1,337,127; 2,500,034; 1,196,421
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 6

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: S. Roxanne Edwards
Internal Address:
Street Address: 1201 Main Street, P.O. Box 50784
Dallas, Texas 75250
City: Dallas State: Texas Zip: 75250

7. Total fee (37 CFR 3.41) \$ 165.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
Winstead: 23-2426
(Attach duplicate copy of this page if paying by deposit account)

06/04/2002
01 FC:481
02 FC:482

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.
S. Roxanne Edwards
Name of Person Signing Signature Date 5/22/02
Total number of pages including cover sheet, attachments, and document: 9

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

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05/13/02 976 6-237

TRADEMARK
REEL: 002517 FRAME: 0855

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of April 26, 2002, is between SNELLING AND SNELLING, INC. ("Debtor"), a Delaware corporation, and BANK OF AMERICA, N.A. (formerly known as NationsBank, N.A., successor-in-interest by merger to NationsBank of Texas, N.A.), as Administrative Agent for the Lenders referred to below (in such capacity, the "Secured Party").

R E C I T A L S:

A. Debtor has previously entered into that certain Credit Agreement dated as of April 10, 1998 with the lenders party thereto (each individually a "Lender" and collectively, the "Lenders"), Secured Party as Administrative Agent for the Lenders and NationsBanc Montgomery Securities LLC, as Syndication Agent, as amended by that certain Amended and Restated Credit Agreement dated as of even date herewith (such agreement as it may be amended or otherwise modified from time to time is referred to herein as the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor previously executed that certain Pledge and Security Agreement dated as of April 10, 1998, as amended by that certain Amended and Restated Pledge and Security Agreement dated as of even date herewith (the "Agreement") granting a security interest in all Debtor's collateral including General Intangibles.

C. In connection with the Agreement, the Debtor previously executed that certain Trademark Security Agreement dated as of April 10, 1998 (the "Trademark Agreement").

D. Debtor desires to induce Secured Party to continue to make Loans to Debtor, and Debtor has agreed to grant and continue to grant a security interest in and pledge the Trademark Collateral to Secured Party as security for payments of the Notes and Obligations (as defined in the Credit Agreement).

E. Terms defined in the Trademark Agreement, and not otherwise defined herein, are used herein with their meanings so defined.

NOW THEREFORE, for good and valuable consideration, the adequacy, receipt, and sufficiency of which are hereby acknowledged, and in order to induce Secured Party and the Lenders to continue to make Loans pursuant to the Credit Agreement, the parties hereto hereby agree as follows:

1. Revised Schedule 1. Schedule 1 to the Trademark Security Agreement is amended in its entirety by replacing it with the Schedule 1 annexed hereto.
2. No other changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect.
3. Amendment and Restatement; Continuance of Security Interest and Liens; No Novation. This Amendment is an amendment, restatement, modification and renewal (but not an extinguishment or novation) of the Trademark Agreement. The execution, delivery and

effectiveness of this Amendment shall not discharge or release the Lien or priority of the Trademark Agreement, any security agreement, pledge agreement or other instrument securing the Debtor's obligations for the payment of money outstanding under the Credit Agreement.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE ACTIONS OF SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF.

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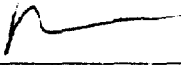
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first written above.

DEBTOR:

SNELLING AND SNELLING, INC.

By: J. Russell Crews
Name: J. RUSSELL CREWS
Title: SENIOR VP

BANK OF AMERICA, N.A. (F/K/A
NATIONSBANK, N.A., SUCCESSOR-IN-
INTEREST BY MERGER TO NATIONSBANK
OF TEXAS, N.A.),
as Administrative Agent

By: 

Mike W. Colon, Principal

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9766-737 - 04/24/2002

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 26 day of April, 2002, by J. Russell Crews, as Senior Vice President of SNELLING AND SNELLING, INC., a Delaware corporation, on behalf of such corporation.

(SEAL)*

[Signature]
Notary Public in and for the State of Texas

My commission expires: 3/24/03

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 26th day of April, 2002, by Mike H. Colon, as Principal of BANK OF AMERICA, N.A., a national banking association, on behalf of such association.

(SEAL)*

[Signature]
Notary Public in and for the State of Texas

My commission expires: 8/25/2002



Schedule 1

to

Trademark Security Agreement

**Intellectual Property of the Borrower and Its Subsidiaries
Federal Trademark Registrations**

Owner of Record	Trademark	Registration Number	Serial Number	Registration Date
Snelling and Snelling, Inc.	Bryant Bureau	1,116,165	73/117210	4/3/79
Snelling and Snelling, Inc.	DocuTIME	2,544,471	76/147,056	3/5/02
Snelling and Snelling, Inc.	NterTrans	TBD	76/167,368	Application Filed 11/17/00
Snelling and Snelling, Inc.	Fort Snelling	715,903	72/092501	5/23/61
Snelling and Snelling, Inc.	Helping Others Achieve the Success They Desire	1,521,211	73/728211	1/17/89
Snelling and Snelling, Inc.	Placed. Not Out of Place	2,101,521	75/179180	9/30/97
Snelling and Snelling, Inc.	The Right Fit is Everything	2,263,753	75/428490	7/20/99
Snelling and Snelling, Inc.	S and Diamond Design (this is the Snelling Logo)	2,076,247	74/713917	7/1/97
Snelling and Snelling, Inc.	Silent Search	1,477,977	73/669966	2/23/94
Snelling and Snelling, Inc.	Snelling	1,755,978	74/097440	3/2/93
Snelling and Snelling, Inc.	Snelling and Snelling	717,313	72/096169	6/20/81
Snelling and Snelling, Inc.	Snelling Search	2,185,965	75/344004	9/1/98
Snelling and Snelling, Inc.	Snelling Temporaries	1,339,448	73/508178	6/4/85
Snelling and Snelling, Inc.	Snelling Virtual Classroom	TBD	76/188,938	Application Filed 1/3/01
Snelling and Snelling, Inc.	The Team Agency That Really Cares! (Acquired by Snelling through Asset Purchase Agreement dated 10/2/97)	1,337,127	73/507032	5/21/85
Snelling and Snelling, Inc.	Think Snelling	2,500,034	76/074008	10/23/01
Snelling and Snelling, Inc.	Xtra Club	2,179,102	75/122798	8/4/98
Vantage Careers, Inc.	Vantage Careers (Acquired by Advance through Stock Purchase Agreement 11/9/98)	1,196,421	73/268941	5/25/82

Copyrights

Owner of Record	Description	Federal Registration Number	Registration Date
Snelling and Snelling, Inc.	Recruiter Manual	TX-4-828-708	7/27/98
Snelling and Snelling, Inc.	Account Manager Manual	TX-5-217-699	5/22/00
Snelling and Snelling, Inc.	Recruiting Management Manual	TX-5-217-700	5/22/00
Snelling and Snelling, Inc.	Marketing Building Blocks	TX-5-217-701	5/22/00
Snelling and Snelling, Inc.	Call Center Success Plan	TX-5-311-257	11/30/00
Snelling and Snelling, Inc.	Recruiting and Retention Guide	TX-5-284-682	1/23/01