

05-01-2003



102436543

To the Honorable Commissioner of Patents and Trademarks, _____, _____
_____ original documents or copy thereof.

1. Name of conveying party(ies):
Oasis Staffing, Inc.

4-73.03

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

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

3. Nature of conveyance:

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

Execution Date: 03/28/03

2. Name and address of receiving party(ies)

Name: Albion Alliance Mezzanine Fund II, L.P.

Internal

Address: _____

Street Address: 1345 Avenue of the Americas

City: New York State: NY Zip: 10105

- Individual(s) citizenship _____
- 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

OFFICE OF PATENT RECORDS
103 APR 23 AM 9:07
FINANCE SECTION

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,163,172

2,214,021 2,447,276 2,445,862

Additional number(s) attached Yes No

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

Name: Jennifer Dawson Lawrence

Internal Address: Goodwin Procter, LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

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:

06-0923

DO NOT USE THIS SPACE

9. Signature.

Jennifer Dawson Lawrence
Name of Person Signing

Jennifer Dawson Lawrence
Signature

April 23, 2003

Date

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

7

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

05/01/2003 6TON11 00000014 060923 2163172

01 FC:8521 40.00 CH
02 FC:8522 75.00 CH

TRADEMARK
REEL: 002722 FRAME: 0460

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, KING STAFFING n/k/a OASIS STAFFING, INC. , a corporation organized under the laws of the State of Florida (“Borrower”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to ALBION ALLIANCE MEZZANINE FUND II, L.P. (“Collateral Agent”) pursuant to (i) a certain Securities Purchase Agreement, dated the date hereof, among Albion, Borrower and the other credit parties named therein, (ii) a certain Security Agreement, dated the date hereof, among Albion, Borrower and other affiliated borrowers party thereto, and (iii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Collateral Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Collateral Agent for its benefit and for the ratable benefit of the Noteholders (as defined in the Agreements) a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

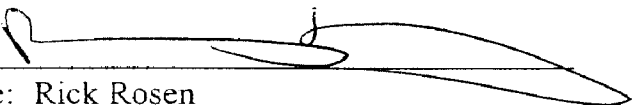
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Collateral Agent for its benefit and for the ratable benefit of Noteholders and grant to Collateral Agent for its benefit and for the ratable benefit of Noteholders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Secured Obligations as defined in the Agreements and in accordance with the terms and provisions thereof; provided, however, that the foregoing assignment shall be subject to the provisions of the Subordination Agreements (as defined in the Agreements).

Borrower expressly acknowledges and affirms that the rights and remedies of Collateral Agent and Noteholders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

[The remainder of this page was intentionally left blank.]

Dated: New York, New York
March 28, 2003

OASIS STAFFING, INC.
f/k/a King Staffing, Inc.

By: 
Name: Rick Rosen
Title: Vice President
Address: 4400 Congress Avenue
Suites 150 and 250
West Palm Beach, FL 33407

**ALBION ALLIANCE MEZZANINE FUND
II, L.P., as Collateral Agent**

By: AA Mezz II GP, LLC,
its General Partner
By: Albion Alliance LLC,
its Sole Member

By: _____
Name: Andrew H. Steuerman
Title: Managing Director

Address: c/o Albion Alliance LLC
1345 Avenue of the Americas
37th Floor
New York, New York 10105

Dated: New York, New York
March 24, 2003

OASIS STAFFING, INC.
f/k/a King Staffing, Inc.

By: _____

Name: Rick Rosen

Title: Vice President

Address: 4400 Congress Avenue
Suites 150 and 250
West Palm Beach, FL 33407

**ALBION ALLIANCE MEZZANINE FUND
II, L.P.**, as Collateral Agent

By: AA Mezz II GP, LLC,
its General Partner

By: Albion Alliance LLC,
its Sole Member

By: Andrew Steuerman

Name: Andrew H. Steuerman

Title: Managing Director

Address: c/o Albion Alliance LLC
1345 Avenue of the Americas
37th Floor
New York, New York 10105

STATE OF Florida)

: SS.:

COUNTY OF Miami-Dade

On this 28th day of March, 2003, before me personally came Rick Rosen, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of Oasis Staffing, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

[Handwritten Signature]

Notary Public



Donn Beloff
MY COMMISSION # CC945553 EXPIRES
September 22, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF _____)

: SS.:

COUNTY OF _____)

Before me, the undersigned, on this ____ day of March, 2003, personally appeared Andrew H. Steuerman, to me known personally, and who being by me duly sworn, deposes and says that he is the Managing Director of Albion Alliance LLC (which is the sole member of AA Mezz II GP, LLC, which is the general partner of Albion Alliance Mezzanine Fund II, L.P.), and that he was authorized to sign his name thereto.

Notary Public

STATE OF _____)
 : ss.:
COUNTY OF _____)

On this ____ day of March, 2003, before me personally came Rick Rosen, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of Oasis Staffing, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF New York
 : ss.:
COUNTY OF New York

Before me, the undersigned, on this 28th day of March, 2003, personally appeared Andrew H. Steuerman, to me known personally, and who being by me duly sworn, deposes and says that he is the Managing Director of Albion Alliance LLC (which is the sole member of AA Mezz II GP, LLC, which is the general partner of Albion Alliance Mezzanine Fund II, L.P.), and that he was authorized to sign his name thereto.

Ricia V. Augusty
Notary Public

RICIA V. AUGUSTY
Notary Public, State of New York
No. 43-5040635
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 20, 2007

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated March 28, 2003, by and between Oasis Staffing, Inc. and Albion Alliance Mezzanine Fund II, L.P., as Collateral Agent.

<u>Registration or Application No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Mark</u>
2,163,172	USA	6/9/98	Sharp
2,214,021	USA	12/29/98	Sharp Human Resources
2,447,276	USA	5/1/01	Sharp Personnel
2,445,862	USA	4/24/01	Sharp Temporary Services