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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

6-9-03



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

1. Name of conveying party(ies):

King Staffing n/k/a Oasis Staffing, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 28, 2003

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

Name: The Wackenhut Corporation

Internal Address:

Street Address: 4200 Wackenhut Drive, # 100

City: Palm Beach Gardens State: FL ZIP: 33410

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation 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)

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: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

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 credit card

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.

Robyn Rahbar, Esq.  
Name of Person Signing

*Robyn Rahbar*  
Signature

6/6/03  
Date

06/19/2003 6TOM11 00000145 2163172

Total number of pages including cover sheet, attachments, and document: 6

01 FC10521  
02 FC10522

40.00 DP  
75.00 OP  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002748 FRAME: 0621

## 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 THE WACKENHUT CORPORATION ("Lender") pursuant to (i) a certain Senior Subordinated Promissory Note, dated the date hereof, made by Borrower and the other debtors named therein in favor of Lender and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (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 Lender for its benefit a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

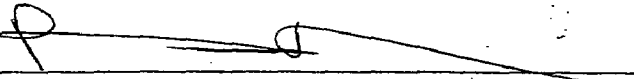
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender for its benefit and grant to Lender for its benefit a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the 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 Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

**[Signatures Follow]**

Dated: March 28, 2003

OASIS STAFFING, INC.

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

THE WACKENHUT CORPORATION, as  
Lender

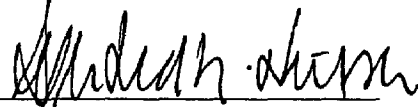
By: \_\_\_\_\_  
Name:  
Title:  
Address: 4200 Wackenhut Drive, #100  
          Palm Beach Gardens, Florida 33410

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

OASIS STAFFING INC., as Pledgor

By: \_\_\_\_\_  
Name: Rick Rosen  
Its: Vice President

THE WACKENHUT CORPORATION, as Lender

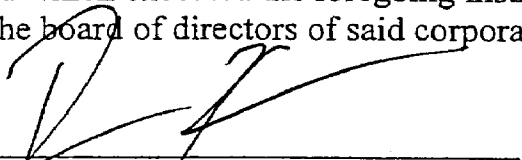
By:   
Name: Soren Lundsberg-Nielsen  
Its: Group General Counsel

[TWC Pledge Agreement Signature Page]

STATE OF Florida )

COUNTY OF Miami-Dade ) : ss.:

On this 28<sup>th</sup> 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



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

**SCHEDULE A**

Schedule A to a Trademark Assignment of Security dated March 28<sup>th</sup>, 2003, by and between Oasis Staffing, Inc. and The Wackenhut Corporation.

<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