

07-21-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. 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):

7-14-03

Pro Unlimited, Inc.

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

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

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal

Address:

Street Address: 70 East 55th Street

City: New York State: NY Zip: 10022

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

Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS 2003 JUL 14 AM 9:01 FINANCE SECTION

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 25, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,405,911

Additional number(s) attached Yes No

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

Name: Sophie B. Anger, Esq.

Internal Address: Torys LLP

Street Address: 237 Park Avenue

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

502793

DO NOT USE THIS SPACE

9. Signature.

Sophie B. Anger, Esq.

Name of Person Signing

Signature

July 14, 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

07/18/2003 6TUN11 00000955 502793 2405911

01 FE:0521 40.00 BA

TRADEMARK REEL: 002781 FRAME: 0205

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 25, 2003 is between PrO Unlimited, Inc., a New York corporation (herein referred to as "Grantor") and PNC Bank, National Association, as Administrative Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, COMFORCE Operating, Inc., the parties listed on Schedule A attached hereto, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of

the goodwill of the business connected with the use of, and symbolized by, each Mark; and

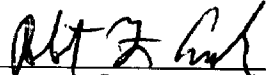
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25th day of June, 2003.

PRO UNLIMITED, INC.

By: 
Name: Robert F. Ende
Title: Senior Vice President-Finance

Acknowledged:
PNC Bank, National Association,
as Administrative Agent

By: 
Name: Kevin McEligan
Title: Vice President

STATE OF NEW YORK)
)
 COUNTY OF NEW YORK) ss.:

On the 25th day of June, 2003, before me personally came Robert F. Ende, to me personally known to be the person described in and who executed the foregoing instrument as Sr. Vice President - Finance of PrO Unlimited, Inc., who being by me duly sworn, did depose and say that he is Sr. Vice President - Finance of PrO Unlimited, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Patricia A. Pisano
 NOTARY PUBLIC

My commission expires:

PATRICIA A. PISANO
 Notary Public, State of New York
 No. 01PI6017323
 Qualified in New York County
 Commission Expires December 14, 2004

Schedule 1 to Trademark Security Agreement

Pro Unlimited, Inc.

Trademarks

TRADEMARK	REGISTRATION NO./DATE
RETURNING RETIREE SOLUTIONS	2,405,911 (November 21, 2000)

CIT Southeast, Inc., a New York corporation
Uniforce Services, Inc., a New York corporation
Brentwood of Canada, Inc., a New York corporation
Brentwood Service Group, Inc., a New York corporation
BXI Net, Inc., a California corporation
Camelot Communications Group, Inc., a New Jersey corporation
Camelot Control Group, Inc., a New Jersey corporation
COMFORCE Coding Services, Inc., a New York corporation
COMFORCE Information Technologies, Inc., a New York corporation
COMFORCE Technical Administrative Services, Inc., a New York corporation
COMFORCE Technical Services, Inc., a Delaware corporation
COMFORCE Telecom, Inc., a Delaware corporation
Gerri G., Inc., a New York corporation
Clinical Labforce of America, Inc., a New York corporation
COMFORCE Technical NW, Inc., a New York corporation
Labforce Services of America, Inc., a New York corporation
PrO Unlimited, Inc., a New York corporation
Temporary Help Industry Servicing Company, Inc., a New York corporation
Uniforce Payrolling Services, Inc., a New York corporation
Uniforce Payrolling Tri-State Inc., a New York corporation
Uniforce Staffing Services, Inc., a New York corporation
Sumtec Corporation, a Delaware corporation
Thisco of Canada, Inc., a New York corporation
COMFORCE Technical Services of Washington, Inc., a New York corporation