

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

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. 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):  
Staffing Solutions Southeast, Inc.

- Individual(s)
- General Partnership
- Corporation-State (GA)
- 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: 07/26/2004

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association, as Collateral Agent

Internal Address: Corporate Trust Services

Street Address: Sixth and Marquette N9303-120

City: Minneapolis State: MN Zip: 55479

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a national banking association

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

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

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 2,151,346

Additional number(s) attached  Yes  No

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

Name:

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

30-9155

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

*Penelope S. Johnson*  
Signature

08/01/2004

Date

Total number of pages including cover sheet, attachments, and document: 5

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

CH \$40.00 503155 2151346

EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 26th day of July, 2004, by **STAFFING SOLUTIONS SOUTHEAST, INC.**, a Georgia corporation ("**Grantor**") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for the financial institutions from time to time party to the Credit Agreement described below ("**Grantee**");

**W I T N E S S E T H**

WHEREAS, Employment Solutions Management, Inc., a Georgia corporation ("**Borrower**") and Grantee are parties to a certain Credit Agreement of even date herewith among Borrower, Grantee, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as administrative agent and the lenders a party thereto (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**") providing for the making of Term Loans and other financial accommodations to the Borrower;

WHEREAS, as a Subsidiary of the Borrower, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly, pursuant to the terms of a certain Security Agreement of even date herewith among Grantee, Grantor and the other persons parties thereto as "**Debtors**" (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

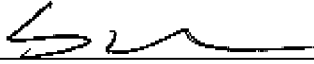
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee pursuant to this Agreement and the exercise of any right or remedy by such Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 26, 2004, among EmployBridge Solutions Management, Inc., the Pledgors from time to time party thereto, Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as the Administrative Agent and Term Loan Administrative Agent thereunder, and Grantee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "**Intercreditor Agreement**"). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will govern

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**STAFFING SOLUTIONS SOUTHEAST, INC.,**  
a Georgia corporation

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
MEDICAL SOLUTIONS	2,151,346	7/9/96

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Applications No.</u>	<u>Date Applied</u>
--	------------------------------	---------------------