

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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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):  
COMSYS Information Technology Services, Inc.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State (DE)  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Merrill Lynch Capital, a division of Merrill Lynch Business  
  
Financial Services Inc., as Agent  
  
Street Address: 222 N. LaSalle Street  
City: Chicago State: IL Zip: 60601

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other a division of a Delaware corporation

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: 08/18/2004

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

A. Trademark Application No.(s) 78317257;  
73377087; 73377086; 78319805; 78335834

B. Trademark Registration No.(s) n.a.

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: ..... 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
30-3155

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson \_\_\_\_\_ 08/18/2004  
Name of Person Signing                      Signature                      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 \$140.00 503155 78317257

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 18th day of August, 2004, by COMSYS INFORMATION TECHNOLOGY SERVICES, INC., a Delaware corporation ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, COMSYS Services LLC, a Delaware limited liability company (the "Borrower"), Grantor, COMSYS Holding, Inc., Grantee and the Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended 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), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

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.

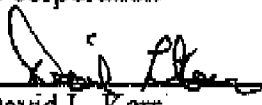
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof; 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 of any Trademark.

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

**COMSYS INFORMATION  
TECHNOLOGY SERVICES, INC., a  
Delaware corporation**

By:   
Name: David L. Kerr  
Title: Senior Vice President

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**COMSYS INFORMATION  
TECHNOLOGY SERVICES, INC., a  
Delaware corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:   
Name: Scott E. Gast  
Title: Vice President

SCHEDULE 1

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Trademark Serial No.</u>
SECURE IT	78317257
COMSYS	73377087
COMSYS C	73377086
SECURE IT	78319805
SECURE IT A DIVISION OF COMSYS	78335834

TRADEMARK APPLICATIONS

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