

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): COMSYS Information Technology Services, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State DE [ ] Other

2. Name and address of receiving party(ies) Name: Merrill Lynch Capital, a division of Merrill Lynch Internal Address: 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 [x] Other division of a Delaware corporation

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 09/30/2004

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 [x] No

6. Total number of applications and registrations involved: 5

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:

7. Total fee (37 CFR 3.41) \$ 140.00 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 58-3155

DO NOT USE THIS SPACE

9. Signature. Penelope S. Johnson Name of Person Signing [Signature] Signature 10/04/2004 Date [5] Total number of pages including cover sheet, attachments, and document.

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

CH \$140.00 603166 78317267

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 30th day of September, 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"):

### WITNESSETH

WHEREAS, COMSYS Services LLC, a Delaware limited liability company ("COMSYS Services"), Grantor, Venturi Technology Partners, LLC, a North Carolina limited liability company ("VTP"; VTP, together with COMSYS Services and Grantor are sometimes hereinafter referred to collectively as the "Borrowers"), COMSYS IT Partners, Inc., a Delaware corporation, PFI Corp., a Delaware corporation, COMSYS Holding, Inc., a Delaware corporation, COMSYS Services, in its capacities as borrowing agent and funds administrator, 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 Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement of even date herewith among the Borrowers 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 the Borrowers 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 1 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.

[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.

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

By:  \_\_\_\_\_  
Name: David L. Kerr  
Title: Senior Vice President – Corporate  
Development

SCHEDULE 1TRADEMARKS

<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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