

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): COMSYS IT Partners, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, 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: 09/30/2004

2. Name and address of receiving party(ies)

Name: HERITAGE BANK, SSB, as Collateral Agent

Internal Address:

Street Address: 102 High Street

City: Terrell State: TX Zip: 75160

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Texas-Chartered Savings Bank

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) 74733009

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: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-3155

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson Name of Person Signing

Signature

10/05/2004

Date

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

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

CH \$240.00 603166 74733009

**SCHEDULE 1****TRADEMARKS**

<u>Trademark Description</u>	<u>U.S. Trademark Serial No.</u>
Thomas Staffing	74733009
Thomas Services	73571009
Thomas Temporaries Giving Business a Hand	73568799
VWORX	78169118
Firstword Staffing Services	75816918
Netplus	75807057
VWORX	78169143
Thomas Staffing A Partnership That Works	74732623
Command	76109960

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Trademark Application No.</u>	<u>Date Applied</u>
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 30th day of September, 2004, by COMSYS IT PARTNERS, INC., a Delaware corporation ("Grantor") in favor of HERITAGE BANK, SSB, a Texas-Chartered Savings Bank, in its capacity as Collateral Agent for the benefit of the Agents and Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, COMSYS Services LLC, a Delaware limited liability company ("COMSYS Services"), COMSYS Information Technology Services, Inc., a Delaware corporation ("COMSYS IT"), Venturi Technology Partners, LLC, a North Carolina limited liability company ("VTP"; VTP, together with COMSYS Services and COMSYS IT are sometimes hereinafter referred to collectively as the "Borrowers"), Grantor, PFI Corp., a Delaware corporation ("PFI Holdings"), COMSYS Holding, Inc., a Delaware corporation ("COMSYS Holdings"), COMSYS Services, in its capacities as borrowing agent and funds administrator, Grantee, the "Administrative Agent" party thereto and the "Lenders" party thereto are parties to a certain Term Loan 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 Holdings Security Agreement of even date herewith among the Grantor, PFI Holdings, COMSYS Holdings 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 the Agents and 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 the benefit of the Agents and 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:

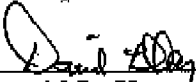
(i) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and

(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 IT PARTNERS, INC.,** a  
Delaware corporation

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

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