

05-11-2004

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

Corporate Services Group Holdings, Inc.

S. 4-04

- Individual(s)
- General Partnership
- Corporation-State
- 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: _____

2. Name and address of receiving party(ies)

Name: Corporate Services Group Holdings, Inc.

Internal _____
Address: _____

Street Address: 1775 Saint James Place, Suite 300

City: Houston State: TX Zip: 77056-3416

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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) _____

B. Trademark Registration No.(s) 1297971, 740754, 2302705, 2254967, see attached

Additional number(s) attached Yes No

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

Name: Julie H. Cooper

Internal Address: _____

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas State: TX Zip: 75146

6. Total number of applications and registrations involved: _____

20

7. Total fee (37 CFR 3.41).....\$ \$515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Julie H. Cooper

Name of Person Signing

Julie H. Cooper
Signature

April 30, 2004

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

SCHEDULE A
Trademarks and Servicemarks

1. Registered Trademarks and Servicemarks

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Record Owner</u>
TELE SEC	USA	1297971	09/25/84	CSGH
TELE SEC	USA	740754	11/13/62	CSGH
LEAFSTONE	USA	2302705	12/21/99	CSGH
LEAFSTONE	USA	2254967	06/22/99	CSGH
CORESKILLS	USA	2241959	04/27/99	CSGH
CORETRACK	USA	2550228	03/19/02	CSGH
CORETEAM	USA	2373244	08/01/00	CSGH
COREMATCH	USA	2293213	11/16/99	CSGH
KNOWLEDGECORE	USA	2341676	04/11/00	CSGH
CORESTAFF	USA	2225122	02/23/99	CSGH
SERVICES (words only)				
CORESTAFF	USA	2225121	02/23/99	CSGH
CORESTAFF	USA	2225120	02/23/99	CSGH
SERVICES (words and design)				
VARIABLE CAPACITY STRATEGIES	USA	2334388	03/28/00	CSGH
MATCHING PEOPLE WITH OPPORTUNITY	USA	2262876	07/20/99	CSGH
INFOCURRENT	USA	2553687	03/26/02	CSGH
ACCOUNTCORE	USA	2479158	08/21/01	CSGH
CAREER TRUST	USA	2465115	07/03/01	CSGH

2. Abandoned Trademark and Servicemark Applications

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Record Owner</u>
CORECARE	USA	75/307,711	06/12/97	CSGH
CREATIVECORE	USA	75/844,790	11/09/99	CSGH
CORESTAFF UNISON	USA	7/687,377	04/20/99	CSGH

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 29, 2004 is entered into by CORPORATE SERVICES GROUP HOLDINGS, INC. ("Grantor") and The CIT Group/Business Credit, Inc. ("CIT"). Capitalized terms not otherwise defined herein have the meanings set forth in the Financing Agreement dated as of March 30, 2004 among Grantor, CIT, Corestaff Services, LP, Comensura, Inc., and Corestaff Support Services, Inc. (the "Financing Agreement").

WHEREAS, pursuant to the Financing Agreement, Grantor is granting a security interest to CIT in certain Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and CIT hereby agree as follows:

1. Grant of Security Interest.

1.1 Grantor hereby grants to CIT a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Financing Agreement.

1.2 The security interest granted hereby is granted in conjunction with the security interest granted to CIT under the Financing Agreement. The rights and remedies of CIT with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Financing Agreement, the terms of the Financing Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Financing Agreement pursuant to which CIT may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE

COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of CIT and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of CIT given in accordance with the Financing Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and CIT have caused this Agreement to be duly executed and delivered as of the date first above written.

CORPORATE SERVICES GROUP HOLDINGS, INC., a Delaware corporation

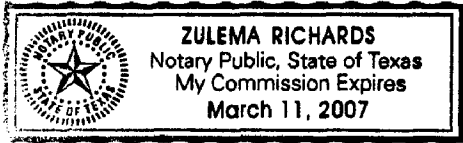
By: *Mary J Petry*
Name: GARY J. PETRY
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 26, 2004, by GARY J. PETRY, VICE PRESIDENT of CORPORATE SERVICES GROUP HOLDINGS, INC., a Delaware corporation, on behalf of said corporation.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Zulema Richards
Notary Public

My Commission Expires:
MARCH 11, 2007

THE CIT GROUP/BUSINESS CREDIT INC.

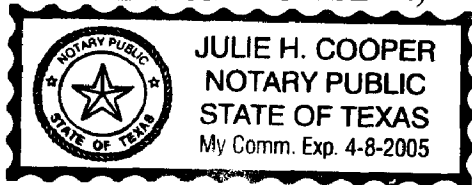
By: Richard Hatley
Name: Richard Hatley
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on April 26, 2004, by Richard Hatley, Vice President of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, on behalf of said corporation.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Julie H. Cooper
Notary Public

My Commission Expires:

4-8-2005

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