

08-19-2004

8-18-04

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/20) Tab settings



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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):

Alternative Resources Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: 8/16/04

2. Name and address of receiving party(ies)

Name: GE Commercial Distribution Finance

Internal Address: Corporation as Administrative Agent

Street Address: 625 Maryville Centre Drive

City: St. Louis State: MO Zip: 63141

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Nevada (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (checked)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See Schedule A attached hereto and made a part hereof.

Additional number(s) attached Yes No (checked)

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

Name: Terri Branson

Internal Address: Lewis, Rice & Fingersh, L.C.

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Terri Branson Name of Person Signing

Signature

8/17/04

Date

Total number of pages including cover sheet, attachments, and document: 12

08/19/2004 LMUELLER 00000006 74235233

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40.00 OP 75.00 OP

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

**SCHEDULE A**

**ISSUED TRADEMARK REGISTRATIONS**

Title	Trademark Registration/ Application Number	Date Filed	Country
ALTERNATIVE RESOURCES CORPORATION	1741630; Ser. No. 74/235,233	1/6/92	USA
SMARTSOURCING	1806836; Ser. No. 74/264,420	4/10/92	USA
SMARTSOURCING PLUS	2270170; Ser. No. 75/306,067	6/10/97	USA
IT'S ALL ABOUT VALUE	Pending; Ser. No. 78/275,526	7/17/03	USA

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of August ~~16~~, 2004 but effective July 23, 2004, by and between ALTERNATIVE RESOURCES CORPORATION, a Delaware corporation ("Debtor"), and GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, as Administrative Agent for the ratable benefit of itself and each of the other Lenders ("Secured Party").

In consideration of the mutual agreements below and other sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

**1. General.** Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular and vice versa, (ii) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, (iii) references to one gender include all genders, (iv) "including" is not limiting, (v) "or" has the inclusive meaning represented by the phrase "and/or", (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole, including its Exhibits, and not to any particular provision of this Agreement, (vii) the word "Section" or "section" and "Page" or "page" refer to a section or page, respectively, of this Agreement unless it expressly refers to something else, (viii) reference to any agreement, document, or instrument, including this Agreement, any other Loan Document and any agreement, document or instrument defined herein, means such agreement, document, or instrument as it may have been or may be amended, restated, extended, renewed, replaced, or otherwise modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and includes all attachments thereto and instruments incorporated therein, if any, and (ix) general and specific references to any Law means such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time. Section captions are for convenience only and do not affect the interpretation or construction of this Agreement.

**2. Defined Terms.** All capitalized terms not otherwise defined herein have the meanings given them in that certain Amended and Restated Credit Facilities Agreement dated as of June 25, 2004 by and among Debtor, Pomeroy IT Solutions, Inc. (formerly known as, Pomeroy Computer Resources, Inc.), Pomeroy Select Integration Solutions, Inc., Pomeroy Select Advisory Services, LLC (formerly, prior to conversion, Pomeroy Select Advisory Services, Inc.), Pomeroy IT Solutions Sales Company, Inc. (formerly known as, Pomeroy Computer Resources Sales Company, Inc.), Pomeroy Computer Resources Holding Company, Inc., Pomeroy Computer Resources Operations, LLP, PCR Holdings, Inc. (formerly known as, Technology Integration Financial Services, Inc.), PCR Properties, LLC (formerly, prior to conversion, PCR Properties, Inc., and prior to such conversion, formerly known as, T.I.F.S. Advisory Services, Inc.), TheLinc, LLC, Val Tech Computer Systems, Inc., Micrologic Business Systems of K.C., LLC, Alternative Resources Corporation, a Delaware corporation, ARC Service, Inc., a Delaware corporation, ARC Staffing Management LLC, a Delaware limited liability company, ARC Shared Services LLC, a Delaware limited liability company, ARC Technology Management LLC, a Delaware limited liability company, ARC Solutions, Inc., a Delaware corporation, and ARC Midholding, Inc., a Delaware corporation (collectively with Debtor, "Borrower"), Secured Party, and the Lenders (the "Credit Agreement"). Capitalized terms used and not otherwise defined herein or in the Credit Agreement have the meanings given them in the UCC.

**3. Grant of Security Interest in Trademark Collateral.** As security for the full and prompt payment and performance of all of the Loan Obligations (collectively, the "Secured Obligations"), Debtor hereby grants to Secured Party a Security Interest in Debtor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Debtor's right, title and interest in and to all of its now owned or existing, filed and unfiled, and hereafter acquired or arising, filed

and unfiled, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each name, mark, registration, and application listed on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights, title, and interests corresponding thereto throughout the world (except that Debtor is not obligated to register the Trademark Collateral in any country other than the United States), and (v) the good will of Debtor's business connected with the use of each item of Trademark Collateral, and symbolized by, the Trademark Collateral.

**4. Representations and Warranties.** Debtor represents and warrants as follows:

**4.1.** Schedule A contains a complete and accurate list of all trademark and service mark registrations, and applications for trademark or service mark registrations owned by Debtor, which is to be updated from time to time as set forth herein.

**4.2.** Debtor is the sole and exclusive owner of the trademark and service mark applications and registrations listed on Schedule A, free and clear of any Security Interests, charges, claims of infringement upon the rights of third parties and Encumbrances, except as otherwise disclosed in Schedule A.

**4.3.** Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the trademark and service mark applications and registrations listed on Schedule A, except as contemplated in the Credit Agreement or as otherwise disclosed in Schedule A.

**4.4.** The trademark and service mark applications and registrations listed on listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, and, to Debtor's knowledge, are valid and enforceable in the United States.

**4.5.** Debtor is duly authorized to execute and deliver this Agreement to Secured Party. This Agreement constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except to the extent that the enforceability thereof against Debtor may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by equitable principles of general application.

**5. Further Assurances.**

**5.1.** Debtor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary in order (i) to continue, perfect, amend or protect the Security Interest granted hereby or (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Debtor will execute and file such financing or continuation statements, amendments hereto, and such other instruments or notices as may be necessary or desirable, or as Secured Party may reasonably request, in order to perfect and preserve the Security Interest granted hereby.

**5.2.** Debtor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto (and hereto as to Schedule A), relative to all or any part of the Trademark Collateral, or subsequent additions thereto, without the signature of Debtor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any

financing statement covering the Trademark Collateral or any part thereof is sufficient as a financing statement where permitted by law.

**5.3.** Debtor agrees that, should it obtain an ownership interest in any trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule A, (i) Debtor will give prompt written notice thereof to Secured Party, (ii) the provisions of Section 3 and Section 4 will automatically apply to any such mark, registration, or application, and (iii) any such mark, registration, or application, together with the good will of the business connected with the use of the mark and symbolized by it, will automatically become part of the Trademark Collateral, and Schedule A attached hereto shall be deemed updated and Debtor shall execute such amendments to this Agreement as Secured Party may reasonably request..

**5.4.** With respect to any Trademark Collateral reasonably necessary to the conduct of Debtor's business, Debtor agrees to (i) take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or in any court, to maintain each trademark or service mark registration owned by Debtor, (ii) pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal and the payment of maintenance fees, and (iii) take corresponding steps with respect to each trademark or service mark registration to which Debtor is now or later becomes entitled. Debtor will be relieved of the obligations of this Section 5.4 upon the prior written consent of Secured Party, which consent will not be unreasonably withheld. Debtor is not obligated under this Section 5.4 to apply for the registration of any item of the Trademark Collateral with any government trademark office or agency outside of the United States. Notwithstanding anything contained herein to the contrary, Debtor is not obligated to prosecute any application or maintain any registration if Debtor reasonably believes the application or registration is not reasonably necessary to the conduct of the business.

**5.5.** If Debtor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Debtor will promptly notify Secured Party and will promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, or, will take such other actions as Debtor deems appropriate under the circumstances to protect such Trademark Collateral.

**5.6.** Debtor will continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

**6. Transfers and Other Security Interests.** Debtor will not: (i) sell, assign (by operation of law or otherwise), grant a license in or with respect to, or otherwise dispose of any of the Trademark Collateral, except as permitted by the Credit Agreement, (ii) create or suffer to exist any Security Interest or other charge or Encumbrance upon or with respect to any of the Trademark Collateral except as otherwise disclosed in Schedule A, or as otherwise permitted by the Credit Agreement, or (iii) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights of Debtor thereunder.

**7. Secured Party Appointed Attorney-in-Fact.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in Debtor's place, stead and on behalf of Debtor and in Debtor's names or otherwise, from time to time in Secured Party's reasonable discretion, to take any action and to execute any instrument that Secured Party deems reasonably necessary to accomplish the purposes of this Agreement, including after the occurrence and during the continuation of an Event of Default: (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and

receipts for moneys due and to become due under or in respect of any of the Trademark Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above, and (iii) to file any claims, take any action, or institute any proceedings that Secured Party may deem necessary for the collection of any of the Trademark Collateral or otherwise to enforce the rights of the Lenders with respect to any of the Trademark Collateral.

**8. Secured Party May Perform.** If Debtor fails to perform any of the obligations contained herein, Secured Party may perform, or cause performance of, such obligations, and the reasonable expenses of Secured Party incurred in connection therewith will be payable by Debtor pursuant to the terms of this Agreement.

**9. Secured Party's Duties.** The powers conferred on Secured Party hereunder are solely to protect its interest in the Trademark Collateral and do not impose any duty upon Secured Party to exercise any such powers or to pay any royalties or related charges with respect to the Trademark Collateral. Except for the accounting for moneys actually received by it hereunder, Secured Party has no duty as to any Trademark Collateral, or as to the taking of any steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

#### **10. Remedies.**

Upon the occurrence and during the continuation of any Event of Default, in addition to all other rights and remedies of Secured Party under the Credit Agreement, at law or in equity:

##### **10.1.**

Secured Party may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Secured Party or the Lenders, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may: (i) exercise any and all rights and remedies of Debtor under or otherwise in respect of the Trademark Collateral, (ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make them available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both Secured Party and Debtor, and (iii) license, sell or otherwise dispose of the Trademark Collateral or any part thereof, in one or more lots, at public or private sale, at any of Secured Party's offices or elsewhere, for cash, credit or other consideration, and upon such other terms as are commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the good will of the business connected with and symbolized by any Trademark Collateral subject to such disposition will be included, and Debtor will supply to Secured Party or its designee Debtor's know-how and expertise relating to the provision of services associated with any Trademark Collateral subject to such disposition, and Debtor's customer lists and other records relating to such Trademark Collateral, and to the distribution of such services. To the extent notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made is required to be reasonable, ten (10) Business Days constitutes reasonable notice. Secured Party will not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Secured Party may bid and become a purchaser at any such sale, if public, and upon any such sale Secured Party may collect, receive, and hold and apply, as provided herein, the proceeds thereof to the payment of the Secured Obligations, and assign and deliver some or all of the Trademark Collateral to the purchaser at any such sale.

The proceeds from any such sale will be applied in accordance with the terms of the Credit Agreement.

**10.2.**

All payments received by Debtor under or in connection with any of the Trademark Collateral will be received in trust for the benefit of the Lenders, will be segregated from other funds of Debtor, and will be immediately paid over to Secured Party in the same form as so received (with any necessary endorsement).

**11. Releases.** In the event all of the Secured Obligations (including any Interest Hedge Obligation which makes up a part of the Loan Obligations) have been fully and irrevocably paid, all of the Facilities have been canceled or terminated, and the Lenders have no other commitment to extend credit or make advances to or for the account of Borrower, and Secured Party has received a written request from Debtor in connection therewith to execute and deliver all applicable releases, deeds, assignments, and other instruments as may be necessary or proper to re-vest in Debtor full title to the Trademark Collateral (collectively, the "Releases"), Secured Party will, at Debtor's sole cost and expense (and Debtor will promptly reimburse Secured Party for any reasonable fees and expenses, including legal fees and expenses, incurred in connection with the preparation, review, filing or recording of any such Releases) execute and deliver such Releases to the Person and address designated by Debtor in its notice within a commercially reasonable time after Secured Party's receipt of such notice.

**12. Survival of Provisions.** All representations, warranties, and covenants of Debtor contained herein survive the execution and delivery of this Agreement, and terminate only upon the full and irrevocable payment of all of the Secured Obligations, cancellation or termination of all of the Facilities, and when the Lenders have no other commitment to extend credit or make advances to or for the account of Borrower.

**13. Miscellaneous.**

**13.1. Notices.** All notices, consents, requests and demands to or upon the respective parties hereto shall be in writing, and shall be deemed to have been given or made when delivered in person to those Persons listed on the signature pages of the Credit Agreement or four (4) days after the date when deposited in the United States mail, postage prepaid, or, in the case of the overnight courier services one Business Day after delivery thereto, or in the case of telecopy notice, when sent, verification received, in each case addressed as set forth on the signature pages hereof, or to such other address as either party may designate by notice to the other in accordance with the terms of this Section. No notice given to or demand made on Debtor by Administrative Agent or any Lender in any instance shall entitle Debtor to notice or demand in any other instance.

**13.2. Amendments and Waivers.** No amendment to, waiver of, or departure from full compliance with any provision of this Agreement, or consent to any departure by Debtor herefrom, will be effective unless it is in writing and signed by authorized officers of Debtor and Secured Party; provided, however, that any such waiver or consent will be effective only in the specific instance and for the purpose for which given. No failure by Secured Party or any Lender to exercise, and no delay by Secured Party or any Lender in exercising, any right, remedy, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise by Secured Party or such Lender of any right, remedy, power or privilege hereunder preclude any other exercise thereof, or the exercise of any other right, remedy, power or privilege.

**13.3. Rights Cumulative.** Each of the rights and remedies of Secured Party and the Lenders under this Agreement is in addition to all of their other rights and remedies under applicable Law, and nothing in this Agreement may be construed as limiting any such rights or remedies.

**13.4. Successors and Assigns.** This Agreement binds Debtor and its successors and assigns and inures to the benefit of Secured Party and the Lenders, and each of their successors, transferees, participants and assignees. Debtor may not delegate or transfer any of its obligations under this Agreement without the prior written consent of Secured Party. With respect to Debtor's successors and assigns, such successors and assigns include any receiver, trustee or debtor-in-possession of or for Debtor.

**13.5. Severability.** Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

**13.6. Governing Law; No Third Party Rights.** This Agreement and the rights and obligations of the parties hereunder and thereunder shall be governed by and construed and interpreted in accordance with the internal Laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflicts of law principles; except that the provisions of this Agreement pertaining to the creation or perfection of Security Interests or the enforcement of rights of Administrative Agent and Lenders in Collateral located in a State other than the State of Missouri shall be governed by the Laws of such State. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other Person shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement.

**13.7. Counterparts.** This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts taken together constitute one and the same instrument. It is not necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

**13.8. Counterpart Facsimile Execution.** For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any Person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, any facsimile or telecopy document is to be re-executed in original form by the Persons who executed the facsimile or telecopy document. No party hereto may raise the use of a facsimile machine or telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

**13.9. Final Expression; No Course of Dealing.** This Agreement, together with the Credit Agreement, the other Loan Documents and any other agreement executed in connection herewith or therewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance or course of dealing rendered or taken under or with respect to this Agreement, the Credit Agreement or the other Loan Documents will not be relevant to determine the meaning of this Agreement, the Credit Agreement or the other Loan



Documents even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

**13.10. Negotiated Transaction.** Debtor and Secured Party each represent to the other that in the negotiation and drafting of this Agreement each has been represented by and has relied upon the advice of counsel of its choice. Each of Debtor and Secured Party affirm that its counsel has had a substantial role in the drafting and negotiation of this Agreement; therefore, this Agreement will be deemed drafted by each of Debtor and Secured Party, and the rule of construction to the effect that any ambiguities are to be resolved against the drafter will not be employed in the interpretation of this Agreement.

**13.11. Attorney's Fees and Other Costs.** Debtor will reimburse Secured Party for all reasonable expenses incurred by Secured Party in seeking to collect or enforce the Secured Obligations and any other rights under this Agreement or any of the other Loan Documents or under any other instrument, document or agreement evidencing or executed in connection with any of the Secured Obligations, including reasonable attorneys' fees and actual attorneys' expenses (whether or not there is litigation), court costs and all costs in connection with any proceedings under the United States Bankruptcy Code.

**13.12. Assignment By Secured Party.** To the extent permitted in the Credit Agreement, Secured Party may grant a participation interest in or assign or transfer to another Person any instrument, document or agreement evidencing any of the Secured Obligations and Secured Party's rights under this Agreement, and may deliver all the property which is part of the Trademark Collateral and in its possession to the participant, assignee or transferee or to any Person acting as agent for Secured Party.

**13.13. Arbitration.** This Agreement and the parties hereto are subject to the binding arbitration provision set forth in Section 19 of the Credit Agreement relating to any controversy or claim arising out of or relating to this Agreement. The arbitration provision is governed by the Federal Arbitration Act, Title 9 U.S.C. Sections 1 et seq., as amended.

**13.14. Invalidity/Unenforceability of Binding Arbitration; Forum; Service of Process; Jury Trial Waiver.** IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, THEN:

**13.14.1. Choice of Forum.** Subject only to the exception in the next sentence, Debtor and Secured Party hereby agree to the exclusive jurisdiction of the federal court of the Eastern District of Missouri and the state courts of Missouri located in St. Louis County, Missouri and waive any objection based on venue or forum non conveniens with respect to any action instituted therein, and agree that any dispute concerning the relationship between Debtor, Secured Party or any Lender or the conduct of any of them in connection with this Agreement or otherwise shall be heard only in the courts described above. Notwithstanding the foregoing: (1) Secured Party shall have the right to bring any action or proceeding against any Debtor or its property in any courts of any other jurisdiction Secured Party deems necessary or appropriate in order to realize on the Collateral or other security for the Secured Obligations, and (2) each party hereto acknowledges that any appeals from the courts described in the immediately preceding sentence may have to be heard by a court located outside those jurisdictions.

**13.14.2. Service of Process.** Debtor and Secured Party hereby waive personal service of any and all process upon it and consent that all such service of process may be made by registered mail (return receipt requested) directed to such party at its address set forth

on the signature pages of the Credit Agreement, and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails. Nothing in this Section shall affect the right of Secured Party to serve legal process in any other manner permitted by Law.

**13.14.3. Waiver of Jury Trial. ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, or (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER OR NOT SOUNDING IN CONTRACT OR TORT OR OTHERWISE, WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. EACH DEBTOR, ADMINISTRATIVE AGENT AND EACH LENDER WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING. Debtor, Secured Party, and each Lender further agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury and that either may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.**

**13.15. Reinstatement.** This Agreement and any and all assignments and Security Interests created or evidenced hereby will continue to be effective or be reinstated, as the case may be, as though such payments had not been made, if at any time any amount received by Secured Party or any Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Secured Party or such Lender, including upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Debtor, any substantial part of its assets, or otherwise.

*{remainder of page left intentionally blank; signature page follows}*

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

“Debtor”

ALTERNATIVE RESOURCES CORPORATION, a  
Delaware corporation

By: Kristi P. Nelson  
Name: KRISTI P. NELSON  
Title: SECRETARY

“Secured Party”

GE COMMERCIAL DISTRIBUTION FINANCE  
CORPORATION, as Administrative Agent

By: David Mintert  
Name: David Mintert  
Title: IT Operations

STATE OF Kentucky )  
 ) SS.  
COUNTY OF Bane )

On this 9th day of August, 2004, before me personally appeared Kevin Nasan to me personally known, who, being by me duly sworn, did say that he is the SECRETARY of Alternative Resources Corporation,, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said SECRETARY acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

Sarah M. Shuley  
Notary Public

My Commission expires: Aug 11, 2007

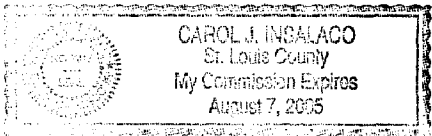
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On this 16th day of August, 2004, before me personally appeared DAVID MURPHY, to me personally known, who, being by me duly sworn, did say that he is a Authorized Representative of GE Commercial Distribution Finance Corporation and that said instrument was signed in behalf of said association by authority of its Board of Directors; and said Authorized Representative acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

Carol J. Insalaco  
Notary Public

My Commission expires:



**SCHEDULE A**

**ISSUED TRADEMARK REGISTRATIONS**

Title	Trademark Registration/ Application Number	Date Filed	Country
ALTERNATIVE RESOURCES CORPORATION	1741630; Ser. No. 74/235,233	1/6/92	USA
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