

01-21-2005

RECORDED
TRADEMARK



102922684

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Stride & Associates, Inc.

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

Citizenship (see guidelines)

Execution Date(s) December 28, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank of Massachusetts

Internal

Address:

Street Address: 28 State Street

City: Boston

State: Massachusetts

Country: USA Zip: 02109

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Massachusetts Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule 4 attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule 4 attached hereto

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

Name: Frank S. Hamblett

Internal Address: Nixon Peabody LLP

Street Address: 100 Summer Street

City: Boston

State: MA Zip: 02110

Phone Number: (617) 345-1167

Fax Number: (886) 244-1532

Email Address: framblett@nixonpeabody.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

December 28, 2004

Signature

Date

Frank S. Hamblett

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01/19/2005 GT0N11 00000076 502472 2541505
01 FC:8521 40.00 DA
02 FC:8522 150.00 DA

TRADEMARK
REEL: 003104 FRAME: 0691

EXECUTION

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) (this "Agreement") is made as of December 28, 2004, by and between STRIDE & ASSOCIATES, INC., a Delaware corporation (the "Borrower") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank (the "Lender").

All capitalized terms not defined herein but defined in the Security Agreement-All Assets (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "Security Agreement-All Assets") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

Preliminary Statements:

WHEREAS, the Borrower has requested that the Lender enter into the Credit Agreement and to make certain Loans to the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make such Loans to the Borrower, and as a supplement to the Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and to make such Loans to the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

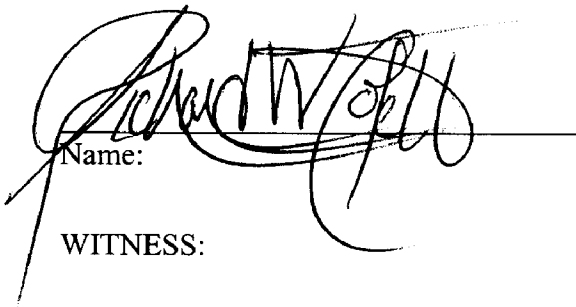
1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Trademarks and all General Intangibles connected with the use of or related to any and all Trademarks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Trademarks and the use thereof), together with all registrations of the Trademarks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.

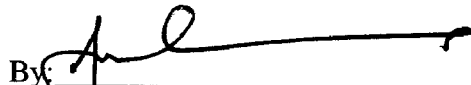
2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

STRIDE & ASSOCIATES, INC.


Name: _____

By: 
Anthony Groves,
Chief Financial Officer

WITNESS:

CITIZENS BANK OF MASSACHUSETTS

Name:

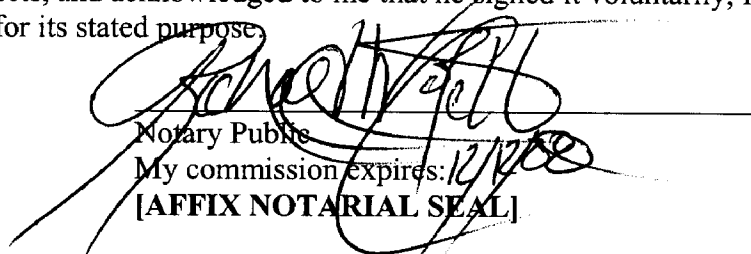
By: _____
Marc J. Lubelczyk, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

December 23 2004

On this 23 day of December, 2004, before me, the undersigned notary public, personally appeared Anthony Groves, as Chief Financial Officer of Stride & Associates, Inc., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement - ~~All Assets~~ ^(Assets), and acknowledged to me that he signed it voluntarily, for and on behalf of Stride & Associates, Inc., for its stated purpose.


Notary Public
My commission expires: 12/2008
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

December __, 2004

On this __ day of December, 2004, before me, the undersigned notary public, personally appeared Marc J. Lubelczyk as Vice President of Citizens Bank of Massachusetts, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement - ~~All Assets~~, and acknowledged to me that he signed it voluntarily, for and on behalf of Citizens Bank of Massachusetts, for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

STRIDE & ASSOCIATES, INC.

Name:

By: _____
Anthony Groves,
Chief Financial Officer

WITNESS:

CITIZENS BANK OF MASSACHUSETTS

Name:

By: _____
Marc J. Lubelczyk, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

December __, 2004

On this ___ day of December, 2004, before me, the undersigned notary public, personally appeared Anthony Groves, as Chief Financial Officer of Stride & Associates, Inc., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement - ~~All Assets~~, and acknowledged to me that he signed it voluntarily, for and on behalf of Stride & Associates, Inc., for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

December 23, 2004

On this 23 day of December, 2004, before me, the undersigned notary public, personally appeared Marc J. Lubelczyk as Vice President of Citizens Bank of Massachusetts, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement - ~~All Assets~~, and acknowledged to me that he signed it voluntarily, for and on behalf of Citizens Bank of Massachusetts, for its stated purpose.

Notary Public
My commission expires: 9/24/10
[AFFIX NOTARIAL SEAL]

SECURITY AGREEMENT (TRADEMARKS)

by and between

STRIDE & ASSOCIATES, INC.
(the "**Borrower**")

and
CITIZENS BANK OF MASSACHUSETTS
(the "**Lender**")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

<u>No.</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
1.	Techiegold.Com	2541505	2/19/2002
2.	Techiegold.Com & Design	2541602	2/19/2002
3.	Job Placement With A Pulse	2455373	5/29/2001
4.	Macarthur Associates And Design	2336170	3/28/2000
5.	The Boylston Group And Design	2336169	3/28/2000
6.	Remington International And Design	2385292	9/12/2000
7.	Stride & Associates	2397362	10/24/2000

Schedule 4

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by Stride & Associates, Inc:

<u>No.</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
1.	Techiegold.Com	2541505	2/19/2002
2.	Techiegold.Com & Design	2541602	2/19/2002
3.	Job Placement With A Pulse	2455373	5/29/2001
4.	Macarthur Associates And Design	2336170	3/28/2000
5.	The Boylston Group And Design	2336169	3/28/2000
6.	Remington International And Design	2385292	9/12/2000
7.	Stride & Associates	2397362	10/24/2000