# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMSYS Information Technology Services, Inc.		12/14/2005	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 N. LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	division of Delaware corporation:

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78317257	SECURE IT
Serial Number:	73377087	COMSYS
Serial Number:	73377086	COMSYS
Serial Number:	78319805	SECURE IT
Serial Number:	78335834	SECURE IT A DIVISION OF COMSYS

#### **CORRESPONDENCE DATA**

900038093

Fax Number: (312)577-4752

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: penelope.johnson@kattenlaw.com

Correspondent Name: Penelope S. Johnson

Address Line 1: 525 W. Monroe

Address Line 2: c/o Katten Muchin Rosenman LLP

Address Line 4: Chicago, ILLINOIS 60661

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ATTORNEY DOCKET NUMBER:	215434-00175
NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	12/16/2005
Total Attachments: 4 source=Comsys IT-MLC#page1.tif source=Comsys IT-MLC#page2.tif source=Comsys IT-MLC#page3.tif source=Comsys IT-MLC#page4.tif	

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 14th day of December, 2005, 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, Grantor, Pure Solutions, Inc., a California corporation ("Pure Solutions"), COMSYS Services LLC, a Delaware limited liability company ("COMSYS Services"; COMSYS Services together with Grantor and Pure Solutions are sometimes hereinafter referred to collectively as the "Borrowers"), COMSYS IT Partners, Inc., a Delaware corporation, PFI LLC, a Delaware limited liability company, COMSYS Services, in its capacities as borrowing agent and funds administrator, Grantee, Co-Documentation Agents, Syndication Agent, 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. <u>Incorporation of Credit Agreement and Security Agreement</u>. 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. <u>Grant and Reaffirmation of Grant of Security Interests</u>. 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

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(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.

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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

Trademark Security Agreement (COMSYS IT)

## **SCHEDULE 1**

## **TRADEMARKS**

Trademark Description	U.S. Trademark Serial No.

SECURE IT	78317257
COMSYS	73377087
COMSYS C	73377086
SECURE IT	78319805
SECURE IT A DIVISION OF COMSYS	78335834

## TRADEMARK APPLICATIONS

<u>Trademark Application</u> <u>U.S. Trademark Application</u> <u>Date Applied</u>

<u>Description</u> <u>No.</u>

**RECORDED: 12/16/2005**