

TRADEMARK ASSIGNMENT

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 IT Partners, 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: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	74733009	THOMAS STAFFING
Serial Number:	73571009	THOMAS SERVICES
Serial Number:	73568799	THOMAS TEMPORARIES GIVING BUSINESS A HAND.
Serial Number:	78169118	VWORX
Serial Number:	75816918	FIRSTWORD STAFFING SERVICES
Serial Number:	75807057	NET+PLUS
Serial Number:	78169143	VWORX
Serial Number:	74732623	THOMAS STAFFING A PARTNERSHIP THAT WORKS
Serial Number:	76109960	COMMAND

CORRESPONDENCE DATA

Fax Number: (312)577-4752
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 74733009

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

ATTORNEY DOCKET NUMBER:	215434-00175
NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	12/16/2005

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 14th day of December, 2005, by **COMSYS IT PARTNERS, 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, COMSYS Services LLC, a Delaware limited liability company (“**COMSYS Services**”), Pure Solutions, Inc., a California corporation (“**Pure Solutions**”), COMSYS Information Technology Services, Inc., a Delaware corporation (“**COMSYS IT**”; COMSYS IT together with COMSYS Services and Pure Solutions are sometimes hereinafter referred to collectively as the “**Borrowers**”), Grantor, PFI LLC, a Delaware limited liability company (“**PFI Holdings**”), , COMSYS Services, in its capacities as borrowing agent and funds administrator, Co-Documentation Agents, Syndication Agent, Grantee 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 Holdings Security Agreement of even date herewith among the Grantor, PFI 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 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 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

(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

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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