# 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 SERVICES LLC		112/14/2005 I	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	NEXBANK, SSB, as Collateral Agent
Street Address:	102 W. High Street
City:	Terrell
State/Country:	TEXAS
Postal Code:	75160
Entity Type:	Chartered Savings Bank: TEXAS

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	74578967	TRILOGY
Serial Number:	73547727	CRG
Serial Number:	75608886	BEST

### **CORRESPONDENCE DATA**

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

ATTORNEY DOCKET NUMBER:	215434-00175
NAME OF SUBMITTER:	Penelope S. Johnson

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Signature:	/Penelope S. Johnson/
Date:	12/19/2005
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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 14th day of December, 2005, by COMSYS SERVICES LLC, a Delaware limited liability company ("Grantor") in favor of NEXBANK, SSB, a Texas-Chartered Savings Bank, in its capacity as Collateral Agent for the benefit of the Agents and Lenders party to the Credit Agreement (defined below) ("Grantee"):

#### WITNESSETH

WHEREAS, Pure Solutions, Inc., a California corporation ("Pure Solutions"), Grantor, COMSYS Information Technology Services, Inc., a Delaware corporation ("COMSYS IT"; COMSYS IT, together with Pure Solutions and Grantor 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, "Administrative Agent" party thereto and the "Lenders" party thereto are parties to a certain Term Loan 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 the Agents and the 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. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of the Agents and 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) any claim by	all products and proceeds of the foregoing, Grantor against third parties for past, present	
Trademark.		
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COMSYS SERVICES LLC, a Delaware

limited liability company

By:

Name: David L. Kerr

Title: Senior Vice President - Corporate

Development

Trademark Security Agreement (COMSYS Services) - Second Lien

TRADEMARK

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# **TRADEMARKS**

Trademark Description U.S. Trademark Serial No.

Trilogy 74578967

CRG 73547727

Best 75608886

TRADEMARK APPLICATIONS

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

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

**RECORDED: 12/19/2005** 

TRADEMARK REEL: 003213 FRAME: 0355