Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

SECURITY INTEREST NATURE OF CONVEYANCE:

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMSYS INFORMATION TECHNOLOGY SERVICES, INC.		12/14/2005	CORPORATION: 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: 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

900038226

(312)577-4752 Fax Number:

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

c/o Katten Muchin Rosenman LLP Address Line 2: Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 215434-00175

TRADEMARK

REEL: 003213 FRAME: 0356

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	12/19/2005
Total Attachments: 4 source=lja43500#page1.tif source=lja43500#page2.tif source=lja43500#page3.tif source=lja43500#page4.tif	

TRADEMARK REEL: 003213 FRAME: 0357

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 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, COMSYS Services LLC, a Delaware limited liability company ("COMSYS Services"), Grantor, Pure Solutions, Inc., a California corporation ("Pure Solutions"; Pure Solutions, together with COMSYS Services 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 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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TRADEMARK
REEL: 003213 FRAME: 0358

(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., 2

Delaware corporation

By:

Name: David L. Kerr

Title: Senior Vice President - Corporate

Development

Trademark Security Agreement (COMSYS IT) - Second Lien

TRADEMARK

REEL: 003213 FRAME: 0360

SCHEDULE 1

TRADEMARKS

Trademark Description	U.S. Trademark Serial No.	
SECTION IT	78317257	
SECURE IT		
COMSYS	73377087	
COMSYS C	73377086	
SECURE IT	78319805	
SECURE IT A DIVISION OF COMSYS	78335834	
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TRADEMARK APPLICATIONS

Trademark Application	U.S. Trademark Application	Date Applied
Description	No.	

TRADEMARK
REEL: 003213 FRAME: 0361

RECORDED: 12/19/2005