

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strategic HR Services, Inc.		01/26/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company, as Collateral Agent		
Street Address:	Rodney Square North		
Internal Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1702121	CONSERVEANATION	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1153		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		

OP \$40.00 1702121

Date:

02/06/2006

Total Attachments: 6

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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 26, 2006, is made by Strategic HR Services, Inc., a California corporation, located at 1301 Dove Street, Suite 200, Newport Beach, California 92660 (the "Obligor"), in favor of Wilmington Trust Company, a Delaware corporation, with its principal place of business located at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-1615, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of November 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Alliant Holdings II, Inc., ARG Acquisition Co. (to be merged into ARG Holdings, Inc.), a Delaware corporation and parent of Obligor (the "Borrower"), the Lenders, the Agent, JPMorgan Chase Bank, N.A., as Administrative Agent, and General Electric Capital Corporation, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 30, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing second lien security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Second Lien Security Interest. The Obligor hereby pledges and grants a continuing second lien security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of second lien security interest herein with the United States Patent and Trademark Office. The second lien security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the second lien security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STRATEGIC HR SERVICES, INC.

By: 
Name: Greg Zimmer
Title: Chief Financial Officer

WILMINGTON TRUST COMPANY
as Collateral Agent for the Lenders

By: _____
Name:
Title:

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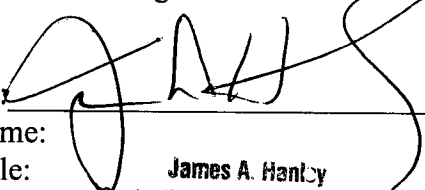
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STRATEGIC HR SERVICES, INC.

By: _____
Name:
Title:

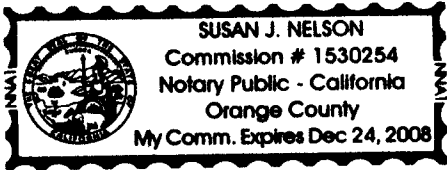
WILMINGTON TRUST COMPANY
as Collateral Agent for the Lenders

By: 
Name: _____
Title: **James A. Hanley**
Senior Financial Services Officer

ACKNOWLEDGMENT OF BORROWER

STATE OF California)
) ss
COUNTY OF Orange)

On the 17 day of January, 2006, before me personally came Greg Zimmer, who is personally known to me to be the Chief Financial Officer of Strategic HR Services, Inc., a California corporation; who, being duly sworn, did depose and say that ~~she~~ he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~ he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~ he acknowledged said instrument to be the free act and deed of said corporation.



Susan J. Nelson
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Conserveanation (word mark)	1,702,121