

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
Stride & Associates, Inc.		02/13/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Massachusetts		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75731889	ATLANTIS PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte, Esq.		
Address Line 1:	100 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	726528/80		
NAME OF SUBMITTER:	Michelle A. Massicotte		
Signature:	/Michelle A. Massicotte/		
Date:	02/15/2006		

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Total Attachments: 3

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EXECUTION

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) (this "Agreement") is made as of February 13, 2006, by and between STRIDE & ASSOCIATES, INC., a Delaware corporation (the "Borrower") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank (the "Lender").

All capitalized terms not defined herein but defined in the First Amended and Restated Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "Security Agreement-All Assets") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

Preliminary Statements:

WHEREAS, the Borrower has requested that the Lender enter into the Credit Agreement and to make certain Loans to the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make such Loans to the Borrower, and as a supplement to the Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and to make such Loans to the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Trademarks and all General Intangibles connected with the use of or related to any and all Trademarks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Trademarks and the use thereof), together with all registrations of the Trademarks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.

2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

SECURITY AGREEMENT (TRADEMARKS)

by and between

STRIDE & ASSOCIATES, INC.
(the "**Borrower**")

and
CITIZENS BANK OF MASSACHUSETTS
(the "**Lender**")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

<u>No.</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Date of Registration</u>
1.	Atlantis Partners & Design	75/731889	10/24/2000

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

STRIDE & ASSOCIATES, INC.

[Signature]
Name:

By: [Signature]
Anthony Groves,
Chief Financial Officer

WITNESS:

CITIZENS BANK OF MASSACHUSETTS

[Signature]
Name:

By: [Signature]
Marc J. Lubelczyk, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 21 day of February, 2006, before me, the undersigned notary public, personally appeared Anthony Groves, as Chief Financial Officer of Stride & Associates, Inc., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Stride & Associates, Inc., for its stated purpose.

[Signature]
Notary Public
My commission expires: 3/28/2008
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 14 day of February, 2006, before me, the undersigned notary public, personally appeared Marc J. Lubelczyk as Vice President of Citizens Bank of Massachusetts, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Citizens Bank of Massachusetts, for its stated purpose.

[Signature]
Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

NANCY JILL ANGOFF
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 25, 2013