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
The Outsourcing Partnership, L.L.C. d/b/a Accume Partners LLC		02/17/2006	PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	M&I Marshall & Ilsley Bank
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	Banking Corporation: WISCONSIN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78452818	ACCUME PARTNERS
Serial Number:	78775885	EFOCUS

CH $65.00 78452818

CORRESPONDENCE DATA

Fax Number: (414)978-8715
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (414) 277-5615
Email: tm-dept@quarles.com
Correspondent Name: Robert L. Titley
Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	630027.00709
NAME OF SUBMITTER:	Robert L. Titley
Signature:	/rlt/

Date:	03/01/2006

Total Attachments: 5
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CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as February 23, 2006, by and from THE OUTSOURCING PARTNERSHIP, L.L.C. d/b/a Accume Partners LLC ("Assignor"), a Delaware limited liability company, whose principal address is 341 New Albany Rd., Moorestown, New Jersey 08057, to and in favor of M&I MARSHALL & ILSLEY BANK ("Assignee"), a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office;

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

   (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.

   (b) Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by Assignor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

(c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

TRADEMARK
REEL: 003256 FRAME: 0672

IN WITNESS WHEREOF, Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

THE OUTSOURCING PARTNERSHIP, L.L.C.
(d/b/a Accume Partners, LLC)

By: John F. White
Name: John F. White
Title: CEO

Signature Page to Confirmatory Assignment of Security Interest
in United States Trademarks

STATE OF Pennsylvania
Philadelphia COUNTY)

John F. White, known to me to be the CEO of THE OUTSOURCING PARTNERSHIP, L.L.C. (d/b/a Accume Partners, LLC), personally came before me this 17th day of February, 2006, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Trademarks on behalf of THE OUTSOURCING PARTNERSHIP, L.L.C. (d/b/a Accume Partners, LLC) and pursuant authority duly received.

(SEAL)

Deborah L. Rizzo
Notary Public, State of Pennsylvania
My Commission November 20, 2007

NOTARIAL SEAL
Deborah L. Rizzo, Notary Public
Philadelphia, Philadelphia County
My commission expires November 20, 2007

Notary Page to Confirmatory Assignment of Security Interest
in United States Trademarks

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date
ACCUME PARTNERS and Design (in blue)	78/452,818	July 19, 2004
EFOCUS and Design	78/775,885	December 19, 2005

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