

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REMEDYTEMP, INC.		06/30/2006	CORPORATION: CALIFORNIA
REMX, INC.		06/30/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as second lien collateral agent
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3080863	REMX VERIFY
Registration Number:	3061073	MANAGER MATCH
Registration Number:	3037996	REMEDY KNOWLEDGE BANK
Registration Number:	2879681	MEGABLAST
Registration Number:	2658943	RECRUITRAC
Registration Number:	2482399	AXCESS INTERACTIVE CUSTOMER CARE
Registration Number:	2376956	MAPS
Registration Number:	2520606	I/SEARCH 2000
Registration Number:	2443159	REMX TECHNOLOGY GROUP
Registration Number:	2520583	REMX
Registration Number:	2235965	REMEDY TECHNICAL
Registration Number:	2391962	REMEDY LOGISTICS GROUP
Registration Number:	2029804	HPT

TRADEMARK

REEL: 003343 FRAME: 0779

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Registration Number:	2015122	VSM
Registration Number:	2007936	INTELLIGENT STAFFING
Registration Number:	2002401	EDGE
Registration Number:	1660054	HIRE INTELLIGENCE
Registration Number:	1357133	REMEDY
Registration Number:	1363675	REMEDY TEMPORARY SERVICES
Registration Number:	1364854	REMEDYTEMP

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	07/07/2006

Total Attachments: 4

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 30, 2006, by REMEDYTEMP, INC., a California corporation and REMX, INC., a California corporation (individually, a "Grantor", and, collectively, the "Grantors"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent pursuant to the Second Lien Credit and Guaranty Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit and Guaranty Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Grantors Remain Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very Truly Yours,

REMX, INC.

By: _____

Name: _____

Title: _____

[Second Lien Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: William W. Archer

Name:

Title:

William W. Archer
Managing Director

[Second Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Application Number	Registration Number	Mark	Status
78532273	3080863	REMX VERIFY	Registered April 11, 2006
78375009	3061073	MANAGER MATCH	Registered February 21, 2006
78516954	3037996	REMEDY KNOWLEDGE BANK AND DESIGN	Registered January 3, 2006
78302699	2879681	MEGABLAST	Registered August 31, 2004
76337814	2658943	RECRUITRAC	Registered December 10, 2002
76125580	2482399	AXCESS INTERACTIVE CUSTOMER CARE	Registered August 28, 2001
75637991	2376956	MAPS	Registered August 15, 2000
75602286	2520606	I/SEARCH 2000	Registered December 18, 2001
75579946	2443159	REMX TECHNOLOGY GROUP	Registered April 10, 2001
75579944	2520583	REMX	Registered December 18, 2001
75514823	2235965	REMEDY TECHNICAL	Registered March 30, 1999
75449942	2391962	REMEDY LOGISTICS GROUP AND DESIGN	Registered October 3, 2000
74722612	2029804	HPT	Registered January 14, 1997
74704117	2015122	VSM	Registered November 12, 1996
74704110	2007936	INTELLIGENT STAFFING	Registered October 15, 1996
74652892	2002401	EDGE	Registered September 24, 1996
74109053	1660054	HIRE INTELLIGENCE	Registered October 8, 1991
73524668	1357133	REMEDY	Registered August 27, 1985
73525027	1363675	REMEDY TEMPORARY SERVICES	Registered October 1, 1985
73531872	1364854	REMEDYTEMP	Registered October 8, 1985