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
Accretive Solutions - Dallas, Inc.		07/07/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2371193	THE EXPERIENCE YOU WANT. THE RESULTS YOU NEED.

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0057 (2ND LIEN)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	08/10/2006

OP $40.00 2371193

Total Attachments: 6
source=Accretive Second Lien#page1.tif
source=Accretive Second Lien#page2.tif
source=Accretive Second Lien#page3.tif
source=Accretive Second Lien#page4.tif
source=Accretive Second Lien#page5.tif
source=Accretive Second Lien#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 7, 2006, (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by the signatories hereto (the "Grantors"), in favor of CREDIT SUISSE, Cayman Islands Branch ("Credit Suisse"), as administrative agent (in such capacity, the "Administrative Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Lien Credit Agreement dated as of July 7, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Holdings, Borrower, the Lenders party thereto and CREDIT SUISSE, Cayman Islands Branch, as administrative agent for the Lenders thereunder, and (ii) the other Secured Parties.

RECITALS

Reference is made to the Second Lien Security Agreement dated as of July 7, 2006 (the "Second Lien Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Reference is also made to the First Lien Security Agreement dated as of July 7, 2006 (the "First Lien Security Agreement") between each of the Grantors and the other grantors party thereto and Credit Suisse, as administrative agent (in such capacity, the "First Lien Administrative Agent");

Reference is also made to the Intercreditor Agreement dated as of July 7, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between the Borrower, the First Lien Administrative Agent and the Administrative Agent; and

Accordingly, in consideration of the premises and to induce the Secured Parties to enter into the Second Lien Credit Agreement, the Grantors hereby agree with the Administrative Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest, subject to the terms and conditions of the Intercreditor Agreement, in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's Obligations (other than any right to

TRADEMARK
REEL: 003366 FRAME: 0744

indemnification of any Secured Party with respect to any matter in respect of which no claim has been asserted and is outstanding):

(i) all of the following now owned or hereafter acquired: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States, or any domain name registrar, or any similar offices in any other country or any political subdivision thereof and all extensions or renewals thereof, including those United States trademark registrations and registration applications listed on Schedule I hereto,

(ii) all goodwill connected with the use of or symbolized thereby, and

(iii) all other assets, right and interests that uniquely reflect or embody such goodwill;

(iv) the right to sue at law or in equity for any past, present, or future infringements, dilutions or other violations of any of the foregoing;

(v) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now owned or hereafter owned by any Grantor or which any Grantor otherwise has a right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by a third party, and all right of any Grantor under any such agreement; and

(vi) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the foregoing.

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, excluded under Section 2.02 of the Second Lien Security Agreement (including any application to register Trademarks in the United States Patent and Trademark Office based upon a Grantor's "intent-to-use" such Trademark (but only to the extent the grant of a security interest in such intent-to-use Trademark application is in violation of 15 U.S.C. Section 1060) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed with the United States Patent and Trademark Office).

(b) Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Administrative Agent or any other Secured Party, (ii) each Grantor shall remain liable under and each of the agreements included in the Trademark Collateral to perform in all material respects all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Administrative Agent nor any other Secured Party shall have any obligation or liability under any of such

agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall the Administrative Agent nor any other Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Administrative Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

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 Administrative Agent for the benefit of the Secured Parties pursuant to the Second Lien Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien 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 Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

ACCRETIVE SOLUTIONS, INC.

By: _____
Name:
Title:

ACCRETIVE SOLUTIONS-DALLAS, LP

By: Accretive Solutions Holdings, Inc., its general partner

By: _____
Name:
Title:

ACCRETIVE SOLUTIONS-HOUSTON, LP

By: Accretive Solutions Holdings, Inc., its general partner

By: _____
Name:
Title:

Accepted and Agreed:

CREDIT SUISSE, Cayman Islands Branch,
as Administrative Agent

By: _____
Name: JOHN D. TORONTO
Title: DIRECTOR

By: _____
Name: CASSANDRA DROOGAN
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U. S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademarks	Filing Date	Status	Registration No.
Accretive Solutions, Inc.	ACCRETIVE	1/23/2001		2,798,340
Accretive Solutions, Inc.	ACCRETIVE SOLUTIONS	10/02/2000		2,747,885
Accretive Solutions, Inc.	HORN WALLACE COLE	01/23/2001		2,594,065
Accretive Solutions, Inc.	HORN MURDOCK COLE	01/23/2001		2,584,877
Accretive Solutions, Inc.	DICKSON ALLAN	06/26/2001		2,727,890
Accretive Solutions-Houston, Ltd.	STRATEGIC STAFFING	5/27/1997 (TX)		56742
Accretive Solutions-Houston, Ltd.	STRATEGIC STAFFING	5/27/1997 (TX)		56743
Accretive Solutions-Dallas, Inc.	THE EXPERIENCE YOU WANT. THE RESULTS YOU NEED.	09/16/1999		2,371,193

NY\1157876.3