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
Headway Corporate Resources, Inc.		08/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	301 S. Tryon Street
Internal Address:	Two Wachovia Center, Ste. 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78728567	CHARACTERMATCH
Serial Number:	78728600	SALESHEART
Serial Number:	78728554	CONNECTING HR LEADERSHIP TO THE BOTTOM LINE
Serial Number:	78728622	SALES TALENT SOLUTIONS

CH $115.00 78728567

CORRESPONDENCE DATA

Fax Number: (704)378-4890
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-378-4700
Email: jdeese@hunton.com
Correspondent Name: Jeremy Deese, Esq.
Address Line 1: 101 S. Tryon Street
Address Line 2: Bank of America Plaza, Suite 3500
Address Line 4: Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:	57294.102
NAME OF SUBMITTER:	Ann Vandiver, Paralegal to Mr. Deese
Signature:	/s/ Ann Vandiver, Paralegal to Mr. Deese
Date:	09/06/2006

Total Attachments: 5
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 31st day of August, 2006, by and between HEADWAY CORPORATE RESOURCES, INC., a Delaware corporation, (the "Grantor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Financing Agreement, dated the date hereof, among the Grantor, the Grantor's direct subsidiaries and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Financing Agreement").

WHEREAS, the Grantor has, pursuant to the Financing Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral, including, without limitation, the Grantor's intellectual property, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

HEADWAY CORPORATE RESOURCES, INC.,
Grantor

By:_____
Name: Jean-Pierre Sakey
Title: President

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
Secured Party

By:_____
Name: M. Kim Carpenter
Title: Vice President

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

HEADWAY CORPORATE RESOURCES, INC.,
Grantor

By:_____
Name: Jean-Pierre Sakey
Title: President

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
Secured Party

By:_____
Name: M. Kim Carpenter
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina)
) ss.
COUNTY OF Wake)

On this 31st day of August, 2006 before me personally appeared Jean-Pierre Sakey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HEADWAY CORPORATE RESOURCES, INC., who being by me duly sworn did depose and say that (s)he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

ERICA STRICKLAND
MY COMMISSION EXPIRES
APRIL 15, 2011
WAKE CO., NC
NOTARY PUBLIC

[Acknowledgement to Headway Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications

Trademark	Serial #	Filing Date
CHARACTERMATCH	78/728567	10/7/2005
SALESHEART	78/728600	10/7/2005
CONNECTING HR LEADERSHIP TO THE BOTTOM LINE	78/728554	10/7/2005
SALES TALENT SOLUTIONS	78/728622	10/7/2005