

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Seaton Corp., Peoplescout, Inc., SMX Corp., Seaton Corp. Puerto Rico, Inc.,		09/14/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	70 East 55th Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Association:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2897871	PEOPLESCOUT
Registration Number:	2522924	PEOPLESCOUT
Registration Number:	2601306	RISKWISE
Serial Number:	78647584	SEATONCORP
Serial Number:	78492362	STAFF ALLIANCE
Serial Number:	78492338	STAFF FLEX
Serial Number:	76496693	STAFF LINK
Registration Number:	2893778	STAFF NAVIGATOR
Serial Number:	78492445	STAFF SITE
Serial Number:	78492426	STAFF SMX
Registration Number:	1835629	STAFFTRACK
Serial Number:	78956228	STUDENTSCOUT
Serial Number:	75439795	TIMETOUGH

**CH \$340.00 2897871**

CORRESPONDENCE DATA

Fax Number: (212)682-0200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-880-6058  
Email: trademark@torys.com  
Correspondent Name: Louis S. Ederer  
Address Line 1: 237 Park Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	22764-2018
NAME OF SUBMITTER:	Louis S. Ederer
Signature:	/Louis S. Ederer/
Date:	09/28/2006

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 14, 2006 is between Seaton Corp., an Illinois corporation, Peoplescout, Inc., a Delaware corporation, SMX Corp., an Illinois corporation and Seaton Corp. Puerto Rico, Inc., a Delaware corporation (herein collectively referred to as "Grantors") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantors own the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantors, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan and Security Agreement of even date herewith (as further amended, extended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantors have granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantors including all right, title and interest of Grantors in, to and under all Grantors' Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantors hereby grant to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantors, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantors, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantors, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantors in the United States or any foreign country (collectively, the "Marks"), including,

without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \*

IN WITNESS WHEREOF, Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the \_\_ day of September, 2006.

SEATON CORP.

By:                     *mw*                      
 Name: Michael Miles  
 Title: CEO

PEOPLESCOUT, INC.

By:                     *mw*                      
 Name: Michael Miles  
 Title: CEO

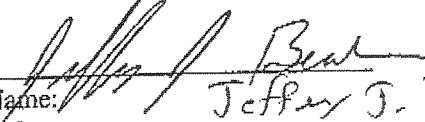
SMX CORP.

By:                     *mw*                      
 Name: Michael Miles  
 Title: CEO

SEATON CORP. PUERTO RICO, INC.

By:                     *mw*                      
 Name: Michael Miles  
 Title: CEO

Acknowledged:  
PNC Bank, National Association,  
as Collateral Agent

By   
Name: Jeffrey F. Bender  
Title: V.P.

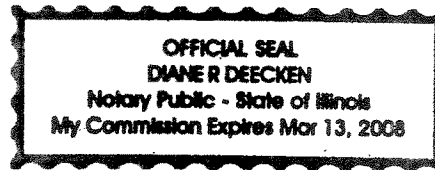
Signature Page to the Trademark Security Agreement

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On the 8<sup>th</sup> day of September, 2006, before me personally came Michael Miles, to me personally known to be the person described in and who executed the foregoing instrument as Chief Executive Officer of Seaton Corp., who being by me duly sworn, did depose and say that he is Chief Executive Officer of Seaton Corp., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Diane R. Deecken*  
Notary Public

My commission expires: March 13, 2008

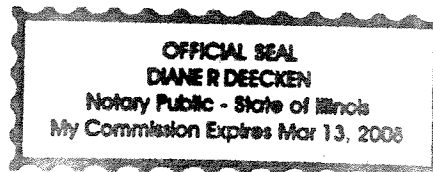


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On the 8<sup>th</sup> day of September, 2006, before me personally came Michael Miles, to me personally known to be the person described in and who executed the foregoing instrument as Chief Executive Officer of Peoplescout, Inc., who being by me duly sworn, did depose and say that he is Chief Executive Officer of Peoplescout, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Diane R. Deecken*  
Notary Public

My commission expires: March 13, 2008

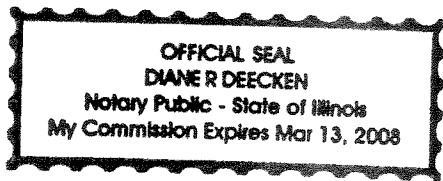


STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

On the 8<sup>th</sup> day of September, 2006, before me personally came Michael Miles, to me personally known to be the person described in and who executed the foregoing instrument as Chief Executive Officer of SMX Corp., who being by me duly sworn, did depose and say that he is Chief Executive Officer of SMX Corp., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Diane R. Deeken*  
Notary Public

My commission expires: March 13, 2008

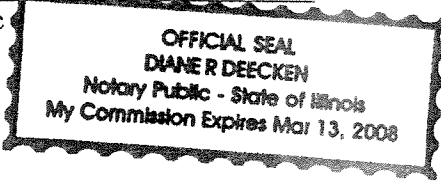


STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

On the 8<sup>th</sup> day of September, 2006, before me personally came Michael Miles, to me personally known to be the person described in and who executed the foregoing instrument as Chief Executive Officer of Seaton Corp. Puerto Rico, Inc., who being by me duly sworn, did depose and say that he is Chief Executive Officer of Seaton Corp. Puerto Rico, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Diane R. Deeken*  
Notary Public

My commission expires: March 13, 2008





Schedule 1 to Trademark Security Agreement

Mark*	Status	Application Date	Reg./App. Number	Registration Date
PEOPLESCOUT	Registered	03/10/03	2,897,871	10/26/04
PEOPLESCOUT	Registered	09/09/97	2,522,924	12/25/01
RISKWISE	Registered	02/23/96	2,601,306	07/30/02
SEATONCORP	Pending	06/09/05	78/647,584	
STAFF ALLIANCE	Registered	09/30/04	78/492,362	06/06/06
STAFF FLEX	Registered	09/30/04	78/492,338	06/06/06
STAFF LINK	Pending	03/10/03	76/496,693	
STAFF NAVIGATOR	Registered	03/21/03	2,893,778	10/12/04
STAFF SITE	Registered on the Supplemental Register	09/30/04	78/492,445	01/10/06
STAFF SMX	Pending	09/30/04	78/492,426	
STAFFTRACK	Registered	04/03/92	1,835,629	05/10/94
STUDENTSCOUT	Pending	08/21/06	78/956,228	
TIMETOUCH	Unregistered			

\*Note: The owner of record of both PeopleScout marks, Riskwise, Staff Alliance, Staff Flex, Staff Link, Staff Navigator, Staff Site, StaffTrack and StudentScout is SeatonCorp., while the owner of record of all other marks is SeatonCorp. d/b/a/ Staff Management. These marks have not been licensed to any Grantors.