TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	New Collateral Agent under Security Agreement with Amatis Limited as Original Collateral Agent

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Excell Personnel Services Corporation		09/29/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Whitebox Convertible Arbitrage Partners, L.P.
Street Address:	3033 Excelsior Boulevard
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Entity Type:	LIMITED PARTNERSHIP: VIRGIN ISLANDS, BRITISH

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1524781	EXCELL

CORRESPONDENCE DATA

Fax Number: (612)672-3777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612 672 3765
Email: pcurran@mandklaw.com
Correspondent Name: Pamela A. Curran
Address Line 1: 150 South Fifth Street, Suite 1800
Address Line 4: Minneapolis, MINNESOTA 55403

NAME OF SUBMITTER:	Pamela A. Curran
Signature:	/pamela a. curran/
Date:	01/11/2007

OP $40.00 1524781

Total Attachments: 4
source=20061115161635#page1.tif
source=20061115161635#page2.tif
source=20061115161635#page3.tif
source=20061115161635#page4.tif

ASSIGNMENT FOR SECURITY
TRADEMARKS

WHEREAS, Excell Personnel Services Corporation, a Illinois corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the service marks listed on the annexed Schedule 1A, which service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of March 31, 2006 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of Amatis Limited, as collateral agent for certain purchasers (the "Old Assignee");

WHEREAS, the Old Assignee has requested to be relieved of its role as collateral agent and Whitebox Convertible Arbitrage Partners, LP has agreed to become the replacement collateral agent (the "New Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the New Assignee, and granted to the New Assignee for the benefit of the Buyers (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the New Assignee and grants to the New Assignee for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the New Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 29, 2006.

EXCELL PERSONNEL SERVICES CORPORATION

By: Howard Brill

Name: Howard Brill

Title: Executive Vice President

TRADEMARK
REEL: 003459 FRAME: 0371

STATE OF Colorado

ss.:

COUNTY OF Douglas

On this 25 day of September 2006, before me personally came Howard Bull, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Executive VP of Excell Personnel Services Corporation, and that s/he executed the foregoing instrument in the firm name of Excell Personnel Services Corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Linda Russell

Linda Russell, Notary Public
State of Colorado
My Commission Expires 4/17/2010

TRADEMARK
REEL: 003459 FRAME: 0372

SCHEDULE 1A
TRADEMARK REGISTRATIONS

Service Mark	Registration Number	Registration Date
EXCELL (with design element)	1,524,781	February 14, 1989

RECORDED: 01/11/2007

TRADEMARK
REEL: 003459 FRAME: 0373