

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Winston Resources, LLC		02/05/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	North Fork Bank
Street Address:	275 Broadhollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	Bank:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2877073	ACCOUNTANTS TODAY
Registration Number:	2725196	CYBERSCREEN
Registration Number:	2331128	WINSTON LEGAL STAFFING
Registration Number:	2205201	WINSTON STAFFING SERVICES
Registration Number:	2181350	WIN-PAY
Registration Number:	1232136	W
Registration Number:	1223643	W WINSTON PERSONNEL
Registration Number:	1120697	ROTH YOUNG
Registration Number:	1491432	WINSTON
Registration Number:	1491431	WINSTON RESOURCES
Registration Number:	1512989	ROTH YOUNG PRIORITY SEARCH
Registration Number:	1116173	DIVISION 10
Registration Number:	1121556	ROTH YOUNG

CH \$365.00 2877073

Registration Number:

0880634

ROTH YOUNG

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 5168732000

Email: matthew.mayer@thomson.com

Correspondent Name: Moritt Hock Hamroff & Horowitz LLP

Address Line 1: 400 Garden City Plaza

Address Line 2: Suite 202

Address Line 4: Garden City, NEW YORK 11530

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

02/08/2007

Total Attachments: 15

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SCHEDULE TO ITEM NO. 4B

U.S. TRADEMARKS

Winston Resources, LLC

ACCOUNTANTS TODAY	Reg. No. 2,877,073
CYBERSCREEN	Reg. No. 2,725,196
* Winston Legal Staffing	Reg. No. 2,331,128
* Winston Staffing Services	Reg. No. 2,205,201
* Win-Pay	Reg. No. 2,181,350
* W Logo (Sun Rays)	Reg. No. 1,232,136
* W Logo Winston Personnel	Reg. No. 1,223,643
* Roth Young and design (US Map)	Reg. No. 1,120,697
* Winston	Reg. No. 1,491,432
* Winston Resources	Reg. No. 1,491,431
* Roth Young Priority Search	Reg. No. 1,512,989
* Division 10	Reg. No. 1,116,173
* Roth Young and design	Reg. No. 1,121,556
* Roth Young	Reg. No. 0,880,634

SECURITY AGREEMENT

275 Broadhollow Road, Melville, New York 11747
(Banking Office)

February 5, 2007

FOR VALUE RECEIVED, and in order to induce NORTH FORK BANK (the "Bank"), to make loans or otherwise extend credit at any time, and from time to time to, or at the request of, the undersigned entity (the "Debtor") and/or its affiliates party to the Line of Credit Agreement hereafter defined, whether the loans or credit so extended shall be absolute or contingent, the Debtor (jointly and severally, if more than one and whether executing the same or separate instruments) grants to the Bank, as security for all present or future obligations or liabilities of any and all kinds of the Debtor to it pursuant to the Loan Documents (as such term is defined in that certain Line of Credit Letter Agreement dated February 5, 2007 ("Line of Credit Agreement") including the Master Promissory Note dated of even date herewith made by the Debtor to the order of the Bank in the principal amount of \$9,000,000.00 as the same may be replaced, amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "Master Promissory Note"), whether due or to become due, secured or unsecured, absolute or contingent, joint and/or several, and howsoever or whensoever acquired by the Bank including interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganization proceeding of the Debtor whether or not such interest is an allowable claim in any proceeding and irrespective of the discharge or release of the Debtor in such proceeding (all of which are referred to collectively as the "Obligations"), a security interest in and a lien upon all personal property and fixtures of the Debtor or in which the Debtor has an interest wherever located and whether now or hereafter existing or now owned or hereafter acquired and whether or not subject to the Uniform Commercial Code (the "Code") specified in Schedule A hereto, and also including all interest, dividends and other distributions thereon paid and payable in cash or in property, and all replacements and substitutions for, and all accessions and additions to, and all products and proceeds of, all of the foregoing (all of which are referred to as the "Collateral"). Collateral shall not include the Debtor's interest in account #8743-8628 held at Wachovia Securities, or any substitutions and/or additions to such account designated in writing by Debtor to Bank as described in the last sentence of this paragraph (all such accounts, the "Excluded Account"). Debtor covenants collectively with all Borrowers under the Line of Credit Agreement that collectively they will not contribute greater than an average of \$250,000 per calendar year, counting all calendar years from and including 2007 and all subsequent calendar years, to the Excluded Account while any Obligations remain outstanding. Accordingly, if in any calendar year the amount of the average annual contributions to the Excluded Account is less than \$250,000 the amount of such shortfall may be added to the permitted contribution in any subsequent calendar year. If average annual contributions (calculated as specified above) to the Excluded Account exceed \$250,000, Debtor shall promptly pledge to the Bank the Excluded Account. The Excluded Account may allow for reinvestment of dividends, distributions and interest and all such reinvested dividends, distributions and interest shall not be included in the \$250,000 average annual contribution limit or count as contributions. The Debtor shall have the right, but not the obligation, on ten (10) days prior written notice to the Bank, to maintain the Excluded Account at a different reputable brokerage company or companies and/or add an additional or different brokerage account or accounts maintained with a reputable brokerage company or companies and any such substitute, moved, different and/or additional brokerage accounts, together with the above referenced Wachovia Securities Account, as specified in said notice, shall constitute the

Excluded Account, and provided that all the terms and conditions in this Security Agreement shall continue to apply.

Should the Debtor have assets not included on Schedule "A" other than the Excluded Assets, then the Debtor agrees to deliver to the Bank whenever called for by it such additional collateral security (consisting of assets which are owned by the Debtor or in or to which the Debtor has rights) of a kind and of a market value reasonably satisfactory to the Bank, but not the Excluded Assets unless Debtor consents thereto, so that there will, at all times, be with the Bank a margin of security for the payment of all Obligations which shall be reasonably satisfactory to it. In addition to the Bank's security interest in the Collateral, it shall have, and the Debtor hereby grants to the Bank, a security interest and a lien for all the Obligations in and upon any personal property of the Debtor or in which the Debtor may have an interest which is now or may at any time hereafter come into the possession or control of the Bank, or of any third party acting on its behalf, whether for the express purpose of being used by the Bank as collateral security or held in custody or for any other or different purpose, including such personal property as may be in transit by mail or carrier for any purpose, or covered or affected by any documents in the Bank's possession or control, or in the possession or control of any third party acting on its behalf (said additional personal property is also referred to as the "Collateral"). The Debtor hereby authorizes the Bank in its discretion, at any time during the continuance of any event specified in the last paragraph of page 6 (and continuing on page 7) of the Master Promissory Note (an "Event"), whether or not the Collateral is deemed by it adequate, to appropriate and apply upon any of the Obligations, whether or not due, from any of such property of the Debtor and to charge any of the Obligations against any balance of any account standing to the credit of the Debtor on the books of the Bank.

Upon failure of the Debtor to pay any Obligation when becoming or made due, in accordance with its terms (but after giving effect to any grace or cure period applicable to any such payment), the Bank shall have, in addition to all other rights and remedies allowed by law, the rights and remedies of a secured party under the Code and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without notice of intention to sell or otherwise dispose of or of time or place of sale or other disposition or of redemption or other notice or demand whatsoever to the Debtor, all of which, to the extent permitted by law, are hereby expressly waived, and without advertisement sell at public or private sale, grant options to purchase or otherwise realize upon, in the State of New York, or elsewhere, the whole or from time to time any part of the Collateral upon which the Bank shall have a security interest or lien as aforesaid, or any interest which the Debtor may have therein. After deducting from the proceeds of any such sale or other disposition of the Collateral all expenses related thereto (including, but not limited to, reasonable attorneys' fees and expenses and other expenses as set forth below), the Bank shall apply the residue of such proceeds toward the payment of any of the Obligations, in such order as the Bank shall elect, the Debtor remaining liable for any deficiency, plus, without duplication, interest accruing thereon in accordance with the documentation applicable to the Obligations, remaining unpaid after such application. If notice of any sale or other disposition is required by law to be given, the Debtor hereby agrees that a notice sent at least ten days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made, shall be reasonable notice of such sale or other disposition. The Debtor also agrees to assemble the Collateral at such place or places as the Bank designates by written notice.

At any such sale or other disposition the Bank or any other person designated by the Bank may itself purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Debtor, which right, to the extent permitted by law, is hereby waived and released.

The Bank may, in its discretion, during the continuance of any Event (as defined in the Line of Credit Agreement), without any notice to the Debtor, but in compliance with applicable law, in the name of the Bank or in the name of the Debtor, demand, sue for, collect and receive any money or property at any time due, payable or receivable on or on account of, and compromise, settle or extend the time of payment of, any of the demands or obligations represented by any of the Collateral; and the Debtor does hereby constitute and appoint the Bank the Debtor's true and lawful attorney during the continuance of an Event to so compromise, settle or extend payment of said demands or obligations and so exchange such Collateral as the Debtor might or could do personally; all without liability or responsibility for action herein authorized and taken or not taken in good faith. The Bank is entitled, at any time during the continuance of an Event, in its discretion, to notify an account debtor or the obligor on any instrument to make payment to it, regardless of whether or not the Debtor had been previously making collections on the Collateral, and the Bank may, during the continuance of an Event, take control of any proceeds of any of the Collateral. Upon request of the Bank, the Debtor shall, during the continuance of an Event, receive and hold all proceeds of the Collateral in trust for the Bank and not commingle any collections with any of its own funds and immediately deliver such collections to the Bank.

The Debtor agrees that the Collateral secures, and further agrees to pay on demand, all out of pocket expenses (including, but not limited to, reasonable attorneys' fees and expenses and costs of any insurance and payment of taxes or other charges) of, or incidental to, the custody, care, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of the Bank hereunder, whether or not litigation is commenced.

The Debtor agrees to mark its books and records as the Bank shall request in order to reflect the rights of the Bank granted herein, and the Bank may, in its sole discretion, take possession of the Collateral at any time, either prior to (solely to the extent necessary to perfect the lien on and security interest in the Collateral granted hereby) or during the continuance of an Event. The Debtor agrees to maintain such insurance on the Collateral as the Bank may reasonably require excluding, for the avoidance of doubt, receivables insurance. The Bank may, without any notice to the Debtor, in its discretion, and for its own benefit, in connection with any pledge by the Bank of the Obligations (or any of them) to a Federal Reserve Bank or in connection with any sale or other transfer of the Obligations (or any of them), lend or repledge to any third party all or any part of the Collateral by itself or commingled with the property of others, in bulk or otherwise. The Bank may, without any notice to the Debtor, sell, assign or transfer any of the Obligations and the Bank's rights and duties hereunder, and may deliver the Collateral, or any part thereof, to the assignee or transferee of any of the Obligations, who shall become vested with all the rights, remedies, powers, security interests and liens herein given to the Bank in respect thereto; and the Bank shall thereafter be relieved and fully discharged from any liability or responsibility in the premises.

The Bank may, at any time during the continuance of any Event, without any notice to the Debtor, in its discretion, transfer, or cause to be transferred, all or any part of the Collateral to its name, or to the name of its nominee, vote the Collateral so transferred, and receive income and make or receive collections, including money, thereon and hold said income and collections as Collateral or

apply said income and collections to any of the Obligations, the manner and distribution of the application to be made as the Bank shall elect.

Demand for payment or notice to the Debtor may be given by leaving same at the address given below or any other address hereafter filed with the Bank, or by mailing same to such address with the same effect as if delivered personally. Such notice given in the manner herein provided shall be effective whether or not received by the Debtor. The Debtor agrees not to change its name, any of its places of business or its jurisdiction of organization, remove any records of the Debtor relating to any of the Collateral or move any of the Collateral without giving the Bank thirty days' prior written notice.

With respect to the Collateral, the Bank shall be under no duty to send notices, perform services, exercise any rights of collection, enforcement, conversion or exchange, vote, pay for insurance, taxes or other charges or take any action of any kind in connection with the management thereof and its only duty with respect thereto shall be to use reasonable care in its custody and preservation while in its possession, which shall not include any steps necessary to preserve, obtain, secure or acquire rights or property against or from any parties.

The Debtor authorizes the Bank, at the Debtor's expense, to file one or more financing statements and amendments thereto to perfect the security interests granted herein, without the Debtor's signature thereon, and to take all actions necessary to perfect (whether by filing, possession, control or otherwise) its security interest in the Collateral under any applicable law or regulation, and the Debtor agrees to do, file, record, make, execute and deliver all such acts, deeds, things, agreements, notices, instruments and financing statements as the Bank may request in order to perfect and enforce the rights of the Bank herein.

This agreement may not be amended, or compliance with its terms waived, orally or by course of dealing, but only by a writing signed by an authorized officer of each of the Debtor and the Bank.

No failure on the part of the Bank to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Bank of any right, remedy or power hereunder preclude any other or future exercise thereof or the exercise of any other right, remedy or power.

Each and every right, remedy and power hereby granted to the Bank or allowed it by law or other agreement shall be cumulative and not exclusive of any other right, remedy or power, and may be exercised by the Bank at any time and from time to time.

This agreement may be assigned by the Bank and its benefits shall inure to the successors, indorsees and assigns of the Bank provided that if this agreement is assigned to an entity which is not organized under the laws of the United States of America or any state thereof, the Debtor shall have received such forms as are required by the Internal Revenue Code of 1986, as amended, to confirm that the Debtor is not subject to any withholding tax obligation.

This agreement shall be construed and interpreted, and all rights and obligations hereunder shall be determined, in accordance with the laws of the State of New York without regard to principles of conflict of laws.

Unless otherwise defined or the text otherwise requires, all terms used herein shall have the meanings specified in the Code.

Every provision of this agreement is intended to be severable; if any term or provision of this agreement shall be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Any notice to the Bank shall be effective only upon receipt by the Bank and if directed to the Bank at its banking office set forth above or any other address hereafter specified by written notice from the Bank to the Debtor.

The Debtor represents and warrants that at the time the first borrowing is made under the Line of Credit Agreement and the proceeds thereof are received by Debtor's prior lender, the Debtor shall be the sole owner of and fully authorized and able to sell, transfer, pledge and/or grant a first priority security interest in the Collateral to the Bank and the Collateral shall be free and clear of all other claims, liens, charges, security interests and encumbrances except Permitted Encumbrances (as such term is defined below) and except as permitted in writing by the Bank. The Debtor represents and warrants to the Bank that any information furnished to the Bank regarding the Collateral is true and correct on the date hereof and is complete in all material respects. "Permitted Encumbrances" shall mean purchase money security interests or leases on items of equipment and the proceeds thereof, and statutory liens and encumbrances securing amounts not past due or contested in good faith and judgment liens securing not more than \$300,000 or, if more, judgment liens that are stayed or bonded.

The Debtor represents and warrants that the Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the state set forth below; that the Debtor's name appearing below is the Debtor's exact name as set forth in the Debtor's principal document of organization and is the Debtor's legal name and not a trade name or style; that the organizational number appearing below is the organizational number assigned by the agency where its organizational documents are filed or, if there is no number below, such agency does not assign organizational numbers; that the execution, delivery and performance of this agreement are within the Debtor's company powers and have been duly authorized by all necessary action of its members; and that each person executing this agreement has the authority to execute and deliver this agreement on behalf of the Debtor:

LEGAL NAME:	Winston Resources, LLC
JURISDICTION OF ORGANIZATION:	New York
ORGANIZATIONAL NUMBER:	None
PLACE OF BUSINESS:	122 East 42nd Street New York, New York 10017
LOCATION OF CHIEF EXECUTIVE OFFICE:	122 East 42nd Street New York, New York 10017

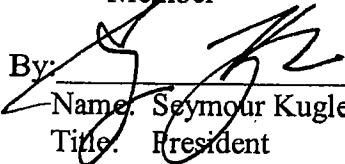
THE DEBTOR SUBMITS TO THE JURISDICTION OF STATE AND FEDERAL COURTS LOCATED IN THE CITY AND STATE OF NEW YORK IN PERSONAM AND

AGREES THAT ALL ACTIONS AND PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN SAID COURTS OR IN COURTS LOCATED ELSEWHERE AS THE BANK MAY SELECT AND THAT SUCH COURTS ARE CONVENIENT FORUMS AND WAIVES PERSONAL SERVICE UPON IT AND CONSENTS TO SERVICE OF PROCESS OUT OF SAID COURTS BY MAILING A COPY THEREOF TO IT BY REGISTERED OR CERTIFIED MAIL.

THE DEBTOR AND THE BANK WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

WINSTON RESOURCES, LLC

By: Winston Resources, Inc.
Member

By: 
Name: Seymour Kugler
Title: President

Address:

122 East 42nd Street
New York, New York 10017

SCHEDULE A
TO
SECURITY AGREEMENT

EXECUTED BY

WINSTON RESOURCES, LLC
(Name of Debtor)

Property specifically included as "Collateral" for purposes of the within Security Agreement.

All of the Debtor's right, title and interest in and to the following, in each case whether now or hereafter owned or hereafter acquired or arising in the future, and wherever located (but excluding (I) any existing and/or future motor vehicle or other personal property leases or purchase money security interests and any related documents to which the Debtor is or will be a party, (II) any existing and/or future real estate leases and any related documents to which the Debtor is or will be a party, (III) any existing and/or future license, approval or governmental approval or authorization not assignable without the consent of a person, entity or governmental body or agency unless such consent has been obtained, (IV) any rights other than economic rights under any present or future agreement between the Debtor and a third party under which such third party is granted a non-exclusive right to conduct a business under a trade name of the Debtor, (V) the Excluded Account together with all securities and financial assets contained therein or credited thereto, subject to the covenants set forth in the Security Agreement, (VI) any existing and future software licenses to which the Debtor is or will be a party or beneficiary which are not assignable without third party consent unless such consent has been obtained, and (VII) any promissory notes issued by members of the Debtor to the Debtor in consideration, in part or in whole, for the issuance by the Debtor to such members of membership interests in the Debtor (the property and assets referred to in the foregoing clauses (I) through (VII) being the "Excluded Assets")):

(1) All accounts (as defined in Section 9-102 of the Uniform Commercial Code as in effect in the State of New York or any other applicable jurisdiction as in effect on the date hereof and any equivalent term under any amendment of the Uniform Commercial Code, but without giving effect to any amendment of the Uniform Commercial Code which would limit the scope of this paragraph (1)) originated by the Debtor or any predecessor in interest to the Debtor in the course of the Debtor's or such predecessor's recruitment or placement advertising, permanent placement or temporary staffing services, recruitment or placement operations or personnel supply operations, but excluding accounts due from franchisees of the Debtor (collectively, the "Accounts");

(2) All goods of the Debtor held for sale or lease, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the Debtor's business;

(3) All equipment (as defined in the Uniform Commercial Code as in effect in the State of New York, as amended from time to time) and all other equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools,

parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto;

(4) All right, title and interest of the Debtor to the payment of any loan, advance or other debt of every kind and nature (other than the Accounts and the property described in clause (6) below), whether due or to become due, and whether or not it has been earned by performance, but excluding any Permitted Investment (collectively, the "Pledged Debt");

(5) (a) Any capital stock of a corporation, (b) any partnership interest in a partnership, including all rights of a partner, as a partner, in such partnership, whether arising under the partnership agreement of such partnership or otherwise, (c) any membership interest in a limited liability company, including all rights of a member, as a member, of such limited liability company, whether arising under the limited liability company agreement of such limited liability company or otherwise, (d) any equity or other interest in (but excluding indebtedness of) any other firm, association, trust, business enterprise or other entity that is similar to any other person listed in clause (a),(b) or (c) above that entitles the holder thereof to share in the revenue, income, earnings or losses thereof or to vote or otherwise participate in any election of one or more members of the managing body thereof and (e) all warrants and options in respect of any of the foregoing and all other securities that are convertible into any of the foregoing or exchangeable therefor (collectively, the "Pledged Equity");

(6) All general intangibles (as defined in the Uniform Commercial Code as in effect in the State of New York, as amended from time to time), and all choses in action and causes of action and all other assignable intangible personal property of the Debtor of every kind and nature, including the following:

- (a) All corporate or other business records;
- (b) All computer records;
- (c) All computer software and applications;
- (d) All indemnification claims;
- (e) All contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate protection agreements and other agreements);
- (f) All intellectual and similar property of the Debtor of every kind and nature now owned or hereafter acquired by the Debtor, including:
 - (i) All inventions;
 - (ii) All designs;
 - (iii) (A) All letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United

States Patent and Trademark Office or any similar offices in any other country, including those listed on Annex I hereto, and (B) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(iv) (A) All copyright rights in any work subject to the copyright laws of the United States or any other country and (B) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Annex II hereto;

(v) (A) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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 similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Annex III hereto, (B) all goodwill associated therewith or symbolized thereby and (C) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, "Trademarks");

(vi) (a) Any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Debtor or which the Debtor otherwise has the right to license, or granting to the Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Debtor under any such agreement (collectively, "Trademark Licenses"), and (b) any other license or sublicense to which the Debtor is a party, including those listed on Annex IV hereto;

(vii) All trade secrets;

(viii) All confidential or proprietary technical and business information, know-how, or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises; and

(ix) All additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing;

(g) All goodwill;

(h) All registrations;

(i) All franchises;

(j) All tax refund claims;

(k) Any letter of credit, guarantee, claim, security interest or other security held by or granted to the Debtor to secure payment, by any person who is or who may become obligated to the Debtor under, with respect to or on account of an Account, of any of the Accounts or payment by the relevant obligor of any of the Pledged Debt; and

(l) All membership interests in any and all limited liability companies, including without limitation, the membership interests owned by the Debtor in Winston Support Services, LLC, Win-Pay LLC and SR Staffing, LLC.

(7) All other property owned or held by or on behalf of the Debtor that maybe delivered to and held by the Bank pursuant to the terms hereof;

(8) All notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the items referred to in the foregoing paragraphs (1) through (7); and

(9) All proceeds of any of the items referred to in the foregoing paragraphs (1) through (8), including:

(a) Any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes any of the foregoing Collateral;

(b) Any value received as a consequence of the possession of any of the foregoing Collateral; and

(c) Any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes any of the foregoing Collateral,

and also including:

(x) Any claim of the Debtor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) past, present or future infringement or dilution of any Trademark now or hereafter owned by the Debtor, or licensed under a Trademark License, or injury to the goodwill associated therewith;

(y) All rights and privileges with respect to, and all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, any of the Pledged Debt, the Pledged Equity and all notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the foregoing, but excluding any Permitted Investment; and

(z) Any and all other amounts from time to time paid or payable under or in connection with any of the foregoing Collateral.

ANNEX I
TO
SECURITY AGREEMENT

PATENTS

None

ANNEX II
TO
SECURITY AGREEMENT

COPYRIGHTS

None

U.S. TRADEMARKS

Winston Resources, LLC

ACCOUNTANTS TODAY	Reg. No. 2,877,073
CYBERSCREEN	Reg. No. 2,725,196
* Winston Legal Staffing	Reg. No. 2,331,128
* Winston Staffing Services	Reg. No. 2,205,201
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* Division 10	Reg. No. 1,116,173
* Roth Young and design	Reg. No. 1,121,556
* Roth Young	Reg. No. 860,634

0880634

* Bank of New York has a recorded security interest.

Debtor does business under its name and the following names in New York and/or New Jersey and/or Florida, as indicated:

1. Winston Advertising Agency – New York, New Jersey
2. Winston Personnel – New York, New Jersey and Florida
3. Fisher-Todd Associates – New York
4. Accountants Today – New York
5. Winston Apparel Staffing – New York

ANNEX IV
TO
SECURITY AGREEMENT

LICENSES

Software Licenses