

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Trademark Security Agreement																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>On Assignment, Inc.</td> <td></td> <td>01/31/2007</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Oxford Global Resources, Inc.</td> <td></td> <td>01/31/2007</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Vista Staffing Solutions, Inc.</td> <td></td> <td>01/31/2007</td> <td>CORPORATION: UTAH</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	On Assignment, Inc.		01/31/2007	CORPORATION: DELAWARE	Oxford Global Resources, Inc.		01/31/2007	CORPORATION: DELAWARE	Vista Staffing Solutions, Inc.		01/31/2007	CORPORATION: UTAH	
Name	Formerly	Execution Date	Entity Type														
On Assignment, Inc.		01/31/2007	CORPORATION: DELAWARE														
Oxford Global Resources, Inc.		01/31/2007	CORPORATION: DELAWARE														
Vista Staffing Solutions, Inc.		01/31/2007	CORPORATION: UTAH														
RECEIVING PARTY DATA																	
Name:	UBS AG, Stamford Branch, as Collateral Agent																
Street Address:	677 Washington Boulevard																
City:	Stamford																
State/Country:	CONNECTICUT																
Postal Code:	06901																
Entity Type:	Swiss Financial Institution:																
PROPERTY NUMBERS Total: 24																	
Property Type	Number	Word Mark															
Registration Number:	2371939	THE QUALITY ASSIGNMENT															
Registration Number:	2371940	ASSIGNMENT READY															
Registration Number:	2493645	CLINICAL LAB STAFF															
Registration Number:	2516543	ON ASSIGNMENT EMPLOYER OF KNOWLEDGE WORKERS															
Registration Number:	2548842	CLINICAL LAB STAFF CLINICAL LABORATORY PROFESSIONALS ON ASSIGNMENT															
Registration Number:	2169709	LAB SUPPORT															
Registration Number:	2778047	PERX															
Registration Number:	2349235	ON ASSIGNMENT															
Registration Number:	2853485	HEALTHCARE STAFFING															
Registration Number:	2912668	LAB SUPPORT															
Registration Number:	2959645	BESTTRAVELERS															
Registration Number:	1746037																

CH \$615.00 2371939

900069313

TRADEMARK
REEL: 003481 FRAME: 0176

Registration Number:	1757160	LAB SUPPORT SCIENCE PROFESSIONALS ON ASSIGNMENT
Registration Number:	2771664	VISTA STAFFING SOLUTIONS
Registration Number:	2741987	VISTA
Registration Number:	2218901	VISTA STAFFING SOLUTIONS
Registration Number:	2871112	OXFORD GLOBAL RESOURCES
Registration Number:	2729053	THE RIGHT TALENT RIGHT NOW
Registration Number:	2109675	PREMIER IT SERVICES
Registration Number:	2209395	PREMIER INFORMATION TECHNOLOGY STAFFING
Registration Number:	2179692	PREMIUM STAFFING
Serial Number:	78152954	VISTA STAFFING
Serial Number:	76589186	OXFORD INTERNATIONAL
Serial Number:	76589185	OXFORD & ASSOCIATES

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 740616
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	02/13/2007

Total Attachments: 8

source=onassignment_UBS_tm24#page3.tif
source=onassignment_UBS_tm24#page4.tif
source=onassignment_UBS_tm24#page5.tif
source=onassignment_UBS_tm24#page6.tif
source=onassignment_UBS_tm24#page7.tif
source=onassignment_UBS_tm24#page8.tif
source=onassignment_UBS_tm24#page9.tif
source=onassignment_UBS_tm24#page10.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of January 31, 2007, by ON ASSIGNMENT, INC., OXFORD GLOBAL RESOURCES, INC. and VISTA STAFFING SOLUTIONS, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

ON ASSIGNMENT, INC.

By: 

Name: Peter T. Damens

Title: President & Chief Executive Officer

Signature Page - Trademark Security Agreement

OXFORD GLOBAL RESOURCES, INC.

By: 

Name:

Title:

VISTA STAFFING SOLUTIONS, INC.

By: _____

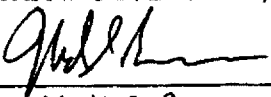
Name:

Title:

OXFORD GLOBAL RESOURCES, INC.

By: _____
Name:
Title:

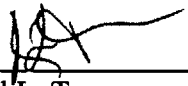
VISTA STAFFING SOLUTIONS, INC.

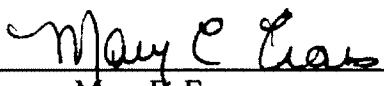
By:  _____
Name: Mark S. Brouse
Title: President

Signature Page - Trademark Security Agreement

Accepted and Agreed:




UBS AG, STAMFORD BRANCH,
as Collateral Agent



By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Mary E. Evans
Title: Associate Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	FEDERAL REGISTRATION NUMBER	TRADEMARK
On Assignment, Inc.	2,371,939	THE QUALITY ASSIGNMENT
On Assignment, Inc.	2,371,940	ASSIGNMENT READY
On Assignment, Inc.	2,493,645	CLINICAL LAB STAFF
On Assignment, Inc.	2,516,543	<i>On Assignment</i> <small>ENTERED IN THE U.S. PATENT & TRADEMARK OFFICE</small>
On Assignment, Inc.	2,548,842	 Clinical Lab Staff <small>Clinical Laboratory Professionals On Assignment</small>
On Assignment, Inc.	2,169,709	LAB SUPPORT
On Assignment, Inc.	2,778,047	PERX
On Assignment, Inc.	2,349,235	ON ASSIGNMENT
On Assignment, Inc.	2,853,485	healthcare staffing 
On Assignment, Inc.	2,912,668	lab support 

On Assignment, Inc.	2,959,645	BESTTRAVELLERS
On Assignment, Inc.	1,746,037	
On Assignment, Inc.	1,757,160	 LAB SUPPORT <i>Science Professionals On Assignment</i>
Vista Staffing Solutions, Inc.	2,771,664	VISTA STAFFING SOLUTIONS
Vista Staffing Solutions, Inc.	2,741,987	VISTA
Vista Staffing Solutions, Inc.	2,218,901	VISTA STAFFING SOLUTIONS
Oxford Global Resources, Inc.	2,871,112	Oxford Global Resources
Oxford Global Resources, Inc.	2,729,053	The Right Talent Right Now
Oxford Global Resources, Inc.	2,109,675	Premier IT Services
Oxford Global Resources, Inc.	2,209,395	Premier Information Technology Staffing
Oxford Global Resources, Inc.	2,179,692	Premium Staffing

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Vista Staffing Solutions, Inc.	78/152,954	VISTA STAFFING
Oxford Global Resources, Inc.	76/589,186	Oxford International
Oxford Global Resources, Inc.	76/589,185	Oxford & Associates