

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
Lucas Associates, Inc.		07/18/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Laminar Direct Capital L.P., as Administrative Agent
Street Address:	10000 Memorial Drive
Internal Address:	Suite 500
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2630498	CONNECTING PEOPLE WITH SUCCESS
Registration Number:	2604049	LUCASCAREERS.COM CONNECTING PEOPLE WITH SUCCESS
Registration Number:	3172844	LUCASGROUP
Registration Number:	3185225	LUCAS GROUP
Registration Number:	2604050	RECRUITING @ INTERNET SPEED

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery
 Address Line 1: One International Place
 Address Line 2: Proskauer Rose LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

CH \$140.00 2630498

ATTORNEY DOCKET NUMBER:	44584/003
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	07/23/2007
Total Attachments: 5 source=Laminar USPTO#page1.tif source=Laminar USPTO#page2.tif source=Laminar USPTO#page3.tif source=Laminar USPTO#page4.tif source=Laminar USPTO#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of July, 2007 by LUCAS ASSOCIATES, INC., a Georgia corporation, LAI HOLDINGS II, INC., a Delaware corporation, LAI HOLDINGS I, INC., a Delaware corporation and the other signatories party to that certain Security Agreement (as defined below) from time to time (collectively, jointly and severally, the "Grantors" and each individually the "Grantor"), in favor of LAMINAR DIRECT CAPITAL L.P., in its capacity as administrative agent for the Lenders (together with its successors, the "Administrative Agent") pursuant to the Security Agreement, among the parties hereto, and dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative 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 Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) each Trademark (as defined in the Credit Agreement) and application for Trademark of such Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all products and proceeds of any and all of the foregoing.

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 Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. Termination. Upon the full payment and performance of the Obligations (other than contingent indemnification obligations not yet due and payable) and the termination of any commitment of any of the Lenders to make any additional Loans, upon written request of the Grantors, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors 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 and the lien on and security interest in and to each Grantor's right, title, and interest in, to and under the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to the Grantors.

SECTION 5. Execution in Counterparts. This Agreement may be executed in any number or counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[signature page follows]

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

LAI HOLDINGS I, INC.

By: Arthur M. Lucas
Name: Arthur M. Lucas
Title: President and CEO

LAI HOLDINGS II, INC.

By: Arthur M. Lucas
Name: Arthur M. Lucas
Title: President and CEO

LUCAS ASSOCIATES, INC.

By: Arthur M. Lucas
Name: Arthur M. Lucas
Title: President and CEO

LUCAS ASSOCIATES TEMPS, INC.

By: Arthur M. Lucas
Name: Arthur M. Lucas
Title: President and CEO

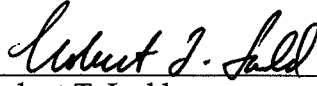
LUCAS GROUP INTERNATIONAL, INC.

By: Arthur M. Lucas
Name: Arthur M. Lucas
Title: President and CEO

[TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGED AND ACCEPTED:

**LAMINAR DIRECT CAPITAL L.P.,
as Administrative Agent**

By: 
Name: Robert T. Ladd
Title: Authorized Signatory

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003588 FRAME: 0191**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Lucas Associates, Inc.	U.S	CONNECTING PEOPLE WITH SUCCESS	2630498	10/08/2002
Lucas Associates, Inc.	U.S	LUCASCAREERS.COM CONNECTING PEOPLE WITH SUCCESS	2604049	08/06/2002
Lucas Associates, Inc.	U.S	LUCASGROUP	3172844	11/21/2006
Lucas Associates, Inc.	U.S	LUCAS GROUP	3185225	10/03/2006
Lucas Associates, Inc.	U.S	RECRUITING @ INTERNET SPEED	2604050	08/06/2002
Lucas Associates, Inc.	European Union	LUCASGROUP	4115994	01/25/2006
Lucas Associates, Inc.	European Union	LUCAS GROUP	4122263	01/25/2006