

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOOSHAREM CORPORATION		07/12/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3253565	SELECTREMEDY INTELLIGENT STAFFING. EXTRA-MILE SERVICE.	
Serial Number:	78938356	SELECTREMEDY INTELLIGENT STAFFING. EXTRA-MILE SERVICE.	
Serial Number:	78938350		
Serial Number:	78938345	INTELLIGENT STAFFING. EXTRA-MILE SERVICE.	
Serial Number:	78914797	SELECTREMEDY	
Serial Number:	78727368	52 SECRETS TO BEING THE BEST	
Serial Number:	77217409	HIREPAY	
Serial Number:	77195777	SELECT STAFFING	
Serial Number:	77168917	SELECT X-RAY	
Serial Number:	77168898	SELECTREMEDY X-RAY	
Serial Number:	77161571	SELECT KNOWLEDGE BANK	
Serial Number:	77161566	SELECTREMEDY KNOWLEDGE BANK	
Serial Number:	77148458	\$SMART MONEY	

CH \$340.00 3253565

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 REEL: 003596 FRAME: 0848

**CORRESPONDENCE DATA**

Fax Number: (949)720-0182

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

Phone: (949) 224-6282

Email: trademark@buchalter.com

Correspondent Name: Sandra P. Thompson

Address Line 1: 18400 Von Karman Avenue, Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:

U5087-0001

NAME OF SUBMITTER:

Sandra P. Thompson

Signature:

/Sandra P. Thompson/

Date:

07/20/2007

**Total Attachments: 5**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of July 12, 2007, by KOOSHAREM CORPORATION, a California corporation ("**Grantor**"), in favor of BNP PARIBAS, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "**Collateral Agent**").

### WITNESSETH:

Whereas, the Grantor is party to a Second Lien Pledge and Security Agreement of even date herewith (the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantor is 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 Second Lien Credit Agreement, the Grantor hereby agrees 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.** The Grantor 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 Trademarks of the Grantor listed on Schedule I attached hereto.

**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 Grantor hereby acknowledges and affirms 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 and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor 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.

**SECTION 6. Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

**SECTION 7. Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page follows]

IN WITNESS WHEREOF, the 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.

**KOOSHAREM CORPORATION**

By: 

Name: Jeff Mitchell

Title: Secretary

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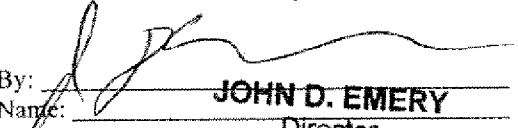
Second Lien Trademark Security Agreement

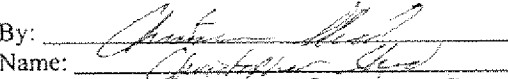
**TRADEMARK**

**REEL: 003596 FRAME: 0852**

Accepted and Agreed:

**BNP PARIBAS,**  
as Second Lien Collateral Agent

By:   
Name: JOHN D. EMERY  
Title: Director  
Loan and High Yield Capital Markets

By:   
Name: Christopher J. Smith  
Title: Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Koosharem Corporation	3,253,565	SELECTREMEDY INTELLIGENT STAFFING. EXTRA-MILE SERVICE and design

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
Koosharem Corporation	78-938,356	SELECTREMEDY INTELLIGENT STAFFING. EXTRA-MILE SERVICE
Koosharem Corporation	78-938,350	Design only
Koosharem Corporation	78-938,345	INTELLIGENT STAFFING. EXTRA- MILE SERVICE
Koosharem Corporation	78-914,797	SELECTREMEDY
Koosharem Corporation	78-727,368	52 SECRETS TO BEING THE BEST
Koosharem Corporation	77-217,409	HIREPAY
Koosharem Corporation	77-195,777	SELECT STAFFING
Koosharem Corporation	77-168,917	SELECT X-RAY
Koosharem Corporation	77-168,898	SELECTREMEDY X-RAY
Koosharem Corporation	77-161,571	SELECT KNOWLEDGE BANK
Koosharem Corporation	77-161,566	SELECTREMEDY KNOWLEDGE BANK
Koosharem Corporation	77-148,458	\$SMART MONEY