

**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
SISC, L.L.C.		01/21/2008	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

Name:	Compass Group Diversified Holdings LLC
Street Address:	Sixty One Wilton Road
Internal Address:	Second Floor
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2942098	
Serial Number:	77357197	TRY SOMETHING DIFFERENT
Serial Number:	77357189	OUR SOLUTIONS MAKE THE DIFFERENCE
Serial Number:	77357157	STAFFMARK
Serial Number:	75152160	
Serial Number:	75130333	STAFFMARK

**CORRESPONDENCE DATA**

Fax Number: (703)720-7802  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-720-7800  
 Email: ipgeneraltyc@ssd.com  
 Correspondent Name: Douglas H. Goldhush  
 Address Line 1: 8000 Towers Crescent Drive  
 Address Line 2: 14th Floor

CH \$165.00 2942098

Address Line 4: Tysons Corner, VIRGINIA 22182

ATTORNEY DOCKET NUMBER: 051585.00012

NAME OF SUBMITTER: Douglas H. Goldhush

Signature: /Douglas H. Goldhush/

Date: 02/11/2008

Total Attachments: 5  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SISC, L.L.C.**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of January 21, 2008, by SISC, L.L.C., a Nevada limited liability company ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") between the Secured Party, as lender, and CBS Personnel Holdings, Inc. ("Borrower"), as borrower, dated as of May 16, 2006 and amended as of November 21, 2006 and further amended as of the date hereof, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Grantor and those other signatories a party thereto, dated as of May 16, 2006.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("UPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks

and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

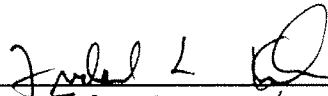
Section 5. Filing this Security Interest. The party that files this Security Agreement with the UPTO shall: (i) complete accurately, and include as part of such filing, the UPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \* \* \*

**IN TESTIMONY WHEREOF**, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized this 21st day of January, 2008.

**GRANTOR:**  
**SISC, L.L.C.**

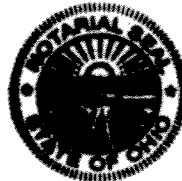
By:   
Name: FREDERICK L. KOHNKE  
Title: PRESIDENT

STATE OF Ohio )  
 ) SS  
COUNTY OF Hamilton )

On this 21st day of January, 2008, there appeared before me Frederick L. Kohnke personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of SISC, L.L.C.

  
Notary Public

My Commission Expires: \_\_\_\_\_






**LYNN A. REARDON**  
Notary Public, State of Ohio  
My Commission Expires 08-22-2012



## SCHEDULE A

### TRADEMARKS:

<u>Mark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
	78401866	04/14/2004	2942098	04/19/2005	SISC, L.L.C.
TRY SOMETHING DIFFERENT	77357197	12/20/2007	---	---	SISC, L.L.C.
OUR SOLUTIONS MAKE THE DIFFERENCE	77357189	12/20/2007	---	---	SISC, L.L.C.
Staffmark. 	77357157	12/20/2007	---	---	SISC, L.L.C.
	75152160	08/19/1996	2100429	09/23/1997	SISC, L.L.C.
STAFFMARK	75130333	07/05/1996	2098379	09/16/1997	SISC, L.L.C.

### TRADEMARK LICENSES:

None.

**SCHEDULE B**

**ISSUED PATENTS:**

None.

**PATENT APPLICATIONS:**

None.

**PATENT LICENSES:**

None.