

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Real Time Staffing Services		02/11/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribus		
<b>Street Address:</b>	The Equitable Tower, 787 Seventh Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2863286	RESOLVESTAFFING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)720-0182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-224-6282		
<b>Email:</b>	trademark@buchalter.com		
<b>Correspondent Name:</b>	Sandra P. Thompson		
<b>Address Line 1:</b>	18400 Von Karman Ave., Suite 800		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612-0514		
<b>ATTORNEY DOCKET NUMBER:</b>	U5087-0001		
<b>NAME OF SUBMITTER:</b>	Sandra P. Thompson		
<b>Signature:</b>	/Sandra P. Thompson/		
<b>Date:</b>	02/21/2008		

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**Total Attachments: 6**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of February 11, 2008, by Real Time Staffing Services, Inc. ("**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, 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.** 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 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.

IN WITNESS WHEREOF, 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.

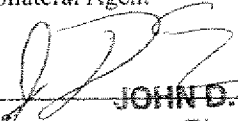
Very truly yours,

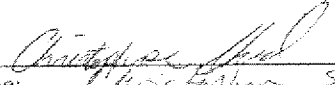
**REAL TIME STAFFING SERVICES, INC.,**  
as Grantor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**BNP PARIBAS,**  
as Collateral Agent

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

By:   
Name: Christopher Sked  
Title: Vice President

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

**Trademark Registrations:**

<b>OWNER</b>	<b>MARK</b>	<b>REGISTRATION NUMBER AND REGISTRATION DATE</b>	<b>TRADEMARK</b>
Real Time Staffing Services, Inc.	RESOLVE STAFFING, INC.	2,863,286 July 13, 2004	U.S.

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>	<b>STATUS</b>
None			

Schedule I

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