

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
Tandem Staffing Solutions, Inc.		10/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	1036 State Street		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93102		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78420690	EWORKPRISE	
Registration Number:	3056494	TANDEM WORKFORCE SOLUTIONS	
Registration Number:	2200417	TANDEM	
Registration Number:	2343099	TANDEM	
Registration Number:	2963423		
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-224-6282		
Email:	trademark@buchalter.com		
Correspondent Name:	Sandra P. Thompson		
Address Line 1:	18400 Von Karman Ave., Ste. 800		
Address Line 4:	Irvine, CALIFORNIA 92612-0514		
ATTORNEY DOCKET NUMBER:	U5087-0001		

CH \$140.00 78420690

NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	06/27/2008
Total Attachments: 7 source=Tandem#page1.tif source=Tandem#page2.tif source=Tandem#page3.tif source=Tandem#page4.tif source=Tandem#page5.tif source=Tandem#page6.tif source=Tandem#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Tandem Staffing Solutions, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Bank of the West
Internal
Address: _____
Street Address: 1036 State Street
City: Santa Barbara
State: CA
Country: USA Zip: 93102

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) October 1, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/420,690

B. Trademark Registration No.(s)
3,056,494; 2,200,417; 2,963,423

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Sandra P. Thompson
Internal Address: _____
Street Address: Buchalter Nemer
18400 Von Karman Ave., Ste. 800
City: Irvine
State: CA Zip: 92612-0514
Phone Number: 949-224-6282
Fax Number: 949-720-0182
Email Address: trademark@buchalter.com

6. Total number of applications and registrations involved: 5


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 500977
Authorized User Name Buchalter Nemer

9. Signature:  June 27, 2008
Signature Date
Sandra P. Thompson Total number of pages including cover sheet, attachments, and document: 7
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 1, 2007, by Tandem Staffing Solutions Inc. ("**Grantor**"), in favor of Bank of the West, in its capacity as collateral agent pursuant to the First Lien Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

Whereas, the Grantor is party to a First 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 First 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. 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 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.

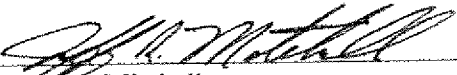
SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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,

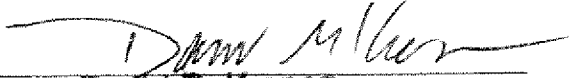
TANDEM STAFFING SOLUTIONS, INC.,
as Grantor

By: _____


Jeff Ray Mitchell
Secretary

Accepted and Agreed:

BANK OF THE WEST,
as Collateral Agent

By: 
Name: David G. Kronen
Title: Senior Vice President

By: _____
Name: _____
Title: _____

Accepted and Agreed:

BANK OF THE WEST,
as Collateral Agent

By: _____
Name: _____
Title: _____

By: Ed Co
Name: ED COE
Title: VP

SCHEDULE I
 to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER	TRADEMARK
Tandem Staffing Solutions, Inc.	TANDEM WORKFORCE SOLUTIONS	3,056,494	U.S.
Tandem Staffing Solutions, Inc.	TANDEM	2,200,417	U.S.
Tandem Staffing Solutions, Inc.	TANDEM (WITH DESIGN)	2,343,099	U.S.
Tandem Staffing Solutions, Inc.	(DESIGN ONLY)	2,963,423	U.S.

Trademark Applications:

APPLICATION NUMBER	TRADEMARK	STATUS
78/420,690	EWORKPRISE	Pending