

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STAFFING SOLUTIONS SOUTHWEST, INC.		10/02/2006	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2001255	
Registration Number:	2578757	PROLOGISTIX
Registration Number:	1950471	RESOURCEMFG
Registration Number:	2001252	RESOURCEMFG
Registration Number:	1816089	STAFFING SOLUTIONS
Registration Number:	1975783	
Registration Number:	2591862	VALUE IN PARTNERING

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127017608
Email: sjones2@mayerbrown.com
Correspondent Name: Sokya Jones
Address Line 1: 71 S. Wacker Drive

OP \$190.00 2001255

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 06092055 ASSMUS

NAME OF SUBMITTER: Richard M. Assmus

Signature: /Richard M. Assmus/

Date: 11/21/2008

Total Attachments: 6

source=first lien_staffingsolutionsouthwest#page1.tif
source=first lien_staffingsolutionsouthwest#page2.tif
source=first lien_staffingsolutionsouthwest#page3.tif
source=first lien_staffingsolutionsouthwest#page4.tif
source=first lien_staffingsolutionsouthwest#page5.tif
source=first lien_staffingsolutionsouthwest#page6.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2006 (this "Agreement"), is made by STAFFING SOLUTIONS SOUTHWEST, INC., a Georgia corporation (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of October 2, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a First Lien Pledge and Security Agreement, dated as of October 2, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (b) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party.

Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of Holdings and any of its Subsidiaries. Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination subject to, in the case of any such termination, the terms of the Intercreditor Agreement, including any requirement to deliver such Collateral to the lenders under the Second Lien Credit Agreement (or any agent on their behalf) in accordance with the Intercreditor Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5 1401 AND 5 1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

STAFFING SOLUTIONS SOUTHWEST, INC.

By: 

Name: Shawn W. Poole


Title: Executive Vice President and
Chief Financial Officer

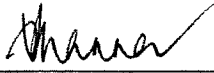
40154966 06092055

*Staffing Solutions Southwest, Inc. –
First Lien Trademark Security Agreement*

TRADEMARK
REEL: 003893 FRAME: 0226

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK AGENCY,
as Administrative Agent

By: 
Brian Gerson, Authorized Signatory

By: 
Vivek Khanna, Authorized Signatory

40154966 06092055

*Staffing Solutions Southwest, Inc. –
First Lien Trademark Security Agreement*

TRADEMARK
REEL: 003893 FRAME: 0227

**Schedule I
to Trademark Security Agreement**

Staffing Solutions Southwest, Inc.

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Due Date	Registrant/Applicant
United States of America	MISCELLANEOUS DESIGN (Staffing Solutions Triangle Design)	11-Sep-1995	74/727,245	17-Sep-1996	2,001,255	17-Sep-2005	Staffing Solutions Southwest, Inc.
United States of America	PROLOGISTIX	03-Oct-2000	78/028,751	11-Jun-2002	2,578,757	11-Jun-2007	Staffing Solutions Southwest, Inc.
United States of America	RESOURCEMFG	04-Aug-1994	74/557,469	23-Jan-1996	1,950,471	23-Jan-2005	Staffing Solutions Southwest, Inc.
United States of America	RESOURCEMFG & Design	11-Sep-1995	74/727,237	17-Sep-1996	2,001,252	17-Sep-2005	Staffing Solutions Southwest, Inc.
United States of America	STAFFING SOLUTIONS	10-Sep-1990	74/095,017	11-Jan-1994	1,816,089	11-Jan-2013	Staffing Solutions Southwest, Inc.
United States of America	TELESOURCE (Stylized)	04-Aug-1984	74/557/467	28-May-1996	1,975,783	Cancelled	Staffing Resources, Inc.
United States of America	VALUE IN PARTNERING	10-Feb-1998	75/433,691	09-Jul-2002	2,591,862	09-Jul-2007 09-Jul-2007	Staffing Solutions Southwest, Inc.