

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PROFESSIONAL DRIVERS OF GEORGIA, 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: | STATE AGENCY: NEW YORK | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2062248 | PRODRIVERS | |
| Registration Number: | 2821674 | PRODRIVERS ADVANTAGE | |
| Registration Number: | 2821668 | PRODRIVERS ADVANTAGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)706-9000 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 3127017608 | | |
| Email: | sjones2@mayerbrown.com | | |
| Correspondent Name: | Sokya Jones | | |
| Address Line 1: | 71 S. Wacker Drive | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 06092055 ASSMUS | | |
| NAME OF SUBMITTER: | RICHARD M. ASSMUS | | |

OP \$90.00 2062248

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TRADEMARK
REEL: 003893 FRAME: 0267

Signature:

/RICHARD M. ASSMUS/

Date:

11/21/2008

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2006 (this "Agreement"), is made by PROFESSIONAL DRIVERS OF GEORGIA, 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.

WITNESSETH:

WHEREAS, pursuant to a Second 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 have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second 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 Collateral in accordance with the Credit Agreement, (b) any disposition of Collateral as contemplated by clause (a) of Section 5.1 of the Intercreditor Agreement or (c) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Collateral (in the case of clause (a)), (ii) such Collateral as is required to be released under Section 5.1 of the Intercreditor Agreement according to the terms of the

Intercreditor Agreement (in the case of clause (b)) or (iii) all Collateral (in the case of clause (c)), 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, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

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. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, this Agreement and the Credit Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 9. 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.

PROFESSIONAL DRIVERS OF GEORGIA, INC.

By: 

Name: Shawn W. Poole

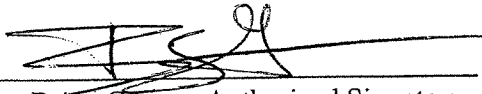
Title: Executive Vice President and
Chief Financial Officer

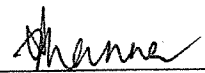
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*Professional Drivers of Georgia, Inc. –
Second Lien Trademark Security Agreement*

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

By: 
Brian Gerson, Authorized Signatory

By: 
Vivek Khanna, Authorized Signatory

Schedule I to Trademark Security Agreement

Professional Drivers of Georgia, Inc.

| Country | Trademark | Filing Date | Serial Number | Reg. | Reg. Number | Registrant/Applicant |
|--------------------------|-------------------------------|--------------|---------------|-------------|-------------|---------------------------------------|
| United States of America | PRODRIVERS ¹ | 07-Nov-1995 | 75/015,713 | 13-May-1997 | 2,062,248 | Professional Drivers of Georgia, Inc. |
| United States of America | PRODRIVERS ADVANTAGE | 12-Sep-2002 | 76/449,333 | 09-Mar-2004 | 2,821,674 | Professional Drivers of Georgia, Inc. |
| United States of America | PRODRIVERS ADVANTAGE & DESIGN | 20-Aug-2002 | 76/441,726 | 09-Mar-2004 | 2,821,668 | Professional Drivers of Georgia, Inc. |
| Canada | PRODRIVERS ADVANTAGE | 25-June-2003 | 1,182,759 | 6-Jan-2005 | TMA629,589 | Professional Drivers of Georgia, Inc. |

¹ (a) Professional Drivers of Georgia, Inc. owns a federal registration on the Principal Register for ProDrivers® Reg. No. 2,062,248. The Company is aware that there are third parties that have adopted and may be using corporate names or services marks which incorporate "ProDrivers." As ProDrivers opens in new territories, it has encountered at least one company who has priority for that mark in their local geography and for that reason, in the Elmhurst, Illinois market (Chicago area) and Wisconsin, we are utilizing the name Professional Drivers, Inc. We anticipate this issue and the same resolution to arise in connection with our expansion into Michigan. Additionally, Professional Drivers' use of the PRODRIVERS® mark has been the subject of two separate litigation cases arising from such use in Atlanta, Georgia and Houston, Texas, as summarized below.

- Pro-Driver Services, Inc. v. Staffing Resources, Inc.; Civil Action No. 98-A-1510-6; in the Superior Court of Gwinnett County, State of Georgia. On March 9, 1998, Pro Driver Services, Inc. ("PDS") filed suit against Staffing Resources, Inc., predecessor to Career Blazers Inc., predecessor to Immediant Corporation, for service mark infringement, deceptive trade practices, injury to business reputation and goodwill, and dilution, requesting damages, attorney's fees and costs, and an injunction. The parties reached a settlement, and PDS assigned any and all rights it had in its claimed "Pro-Drivers", "Pro-Driver Services" and "Pro Driver Services" service marks to the Company.
- Houston Pro Driver Leasing Company, Inc. v. Immediant Corporation f/k/a Career Blazers Inc. f/k/a Staffing Resources, Inc. and Professional Drivers, Inc.; Cause no. H-99-0579, in the United States district court, southern district of Texas, Houston Division. On February 24, 1999, Houston Pro Driver Leasing Company, Inc. ("HPDL") filed suit against Staffing Resources of Texas, Inc. ("SRTI"). Plaintiff HPDL later amended its complaint dismissing SRTI and including Immediant corporation f/k/a Career Blazers Inc. f/k/a Staffing Resources, Inc. (collectively "Staffing Resources") and Professional Drivers, Inc. as co-defendants. The parties reached a settlement on April 24, 2000 and the lawsuit was dismissed on May 11, 2000. Under a bill of sale and an assignment executed after the settlement, Plaintiff HPDL transferred all rights in its claimed "Pro Driver" mark and its rights to the www.prodriver2.com domain-name registration to Professional Drivers, Inc. HPDL further agreed to change its corporate and trade name.

(b) The Company has encountered issues where other staffing companies have used the name or a derivative of the name ProDrivers in areas where this brand currently operates or has recently expanded to operate. The Company holds the federal trademark. The Company analyzes whether it has the first usage in that geography; and further evaluates whether the name is used in a service likely to cause confusion with the services provided by ProDrivers before it pursues enforcement of the right to use the mark. If the Company believes it has priority rights, it will send a cease and desist letter and attempt to resolve the confusion by having the other company utilize a different name. In some instances with the recent territorial expansion of ProDrivers the Company has encountered local companies with first use in that geography and rather than litigate the right to use the name, the Company agrees to use a different name in that geography. For example, as ProDrivers opens in Illinois and Wisconsin operating under the name Professional Drivers, Inc.

| Country | Trademark | Filing Date | Serial Number | Reg. | Reg. Number | Registrant/Applicant |
|---------|----------------------------------|--------------|---------------|-------------|-------------|--|
| Canada | PRODRIVERS ADVANTAGE & Design | 25-June-2003 | 1,182,758 | 10-Jan-2005 | TMA629,788 | Professional Drivers of Georgia, Inc. |