

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 |
|---------------------------------------|----------|----------------|----------------------|
| STAFFING SOLUTIONS SOUTHWEST, INC. | | 10/02/2008 | 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: 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

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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 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 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.


STAFFING SOLUTIONS SOUTHWEST, INC.

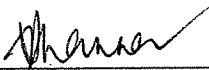
By: 

Name: Shawn W. Poole

Title: Executive Vice President and
Chief Financial Officer

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**

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. |