

**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>
24 Seven Talent, Inc.		12/31/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Access Capital, Inc.		
<b>Street Address:</b>	405 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3336140	STORE24	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	849014		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/Jean Paterson/		
<b>Date:</b>	01/06/2009		

CH \$40.00 3336140

**Total Attachments: 10**

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### 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):**

24 SEVEN TALENT, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: New York  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: ACCESS CAPITAL, INC.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 405 Park Avenue

City: New York

State: New York

Country: U.S.A.                                      Zip: 10022

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship New York

Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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) 12/31/2008

- 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)

B. Trademark Registration No.(s)

3336140

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: Loeb & Loeb LLP, attn: Loukia Harris, Paralegal

Internal Address: \_\_\_\_\_

Street Address: 345 Park Avenue

# 849014

City: New York

State: New York                                      Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

**6. Total number of applications and registrations involved:**

1

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

Authorized to be charged to deposit account

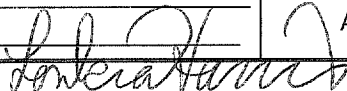
Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



01/05/2009

Signature

Date

Loukia Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 31, 2008, is made by 24 SEVEN TALENT, INC. (the "Grantor") in favor of ACCESS CAPITAL, INC. ("Access Capital").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among 24 Seven Inc., a New York corporation, 24 Seven Staffing, Inc., a California corporation, 24 Seven Recruiting, Inc., a California corporation, 24 Seven Talent California, Inc., a California corporation, 24 Seven Acquisition Company, LLC, a New York limited liability company (collectively, the "Companies"), and Access Capital, Access Capital has agreed to provide certain financial accommodations to the Companies;

WHEREAS, pursuant to that certain Guaranty, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), executed by the Grantor for the benefit of Access Capital, the Grantor has guaranteed the obligations of the Companies to Access Capital;

WHEREAS, Access Capital is willing to enter into the Loan Agreement only upon the condition, among others, that the Grantor shall have executed and delivered to Access Capital this Agreement; and

WHEREAS, the Grantor has derived or expects to derive a financial or other advantage from each and every loan, advance or extension of credit made under the Loan Agreement to any Company by Access Capital.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the Grantor to Access Capital now or hereafter existing from time to time, the Grantor hereby grants to Access Capital a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) all of its patents and patent licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its copyrights and copyright licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent licensed under any patent license, (ii) injury to the goodwill associated with any patent or any patent licensed under any patent license, (iii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iv) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (v) infringement or dilution of any copyright or copyright licensed under any copyright license, and (vi) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

Section 3. REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that it does not have any interest in, or title to, any patent, trademark or copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. The Grantor's patents, trademarks and copyrights are valid and enforceable, are solely owned by the Grantor and there is no claim that the use of any of them violates the rights of any third person. This Agreement is effective to create a valid and continuing Lien (as defined in the Loan Agreement) on and perfected security interests in favor of Access Capital in all of the Grantor's patents, trademarks and copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, the Grantor. Upon the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Access Capital's Lien (as defined in the Loan Agreement) on the Grantor's patents, trademarks and copyrights shall have been duly taken.

Section 4. COVENANTS. The Grantor covenants and agrees with Access Capital that from and after the date of this Agreement and until the expiration of the Term (as defined in the Loan Agreement):

(a) The Grantor shall notify Access Capital immediately if it knows or has reason to know that any application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Grantor's ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall the Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Access Capital prior written notice thereof, and, upon request of Access Capital, the Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Access Capital) to evidence Access Capital's Lien (as defined in the Loan Agreement) on such patent, trademark or copyright, and the general intangibles of the Grantor relating thereto or represented thereby.

(c) The Grantor shall take all actions necessary or requested by Access Capital to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents or trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantor shall notify Access Capital promptly after the Grantor learns thereof. The Grantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Access Capital shall deem appropriate under the circumstances to protect such Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Access Capital pursuant to the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, Fwd., Inc. and Access Capital. The Grantor hereby acknowledges and affirms that the rights and remedies of Access Capital with respect to the security interest in the Collateral 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.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be

reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. (a) The Grantor assumes all responsibility and liability arising from the use of the patents, trademarks and/or copyrights and the Grantor hereby indemnifies and holds Access Capital harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Grantor's operations of its business from the use of the patents, trademarks and/or copyrights. (b) In any suit, proceeding or action brought by Access Capital under any patent license, trademark license or copyright license for any sum owing thereunder, or to enforce any provisions of such license, the Grantor will indemnify and keep Access Capital harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against Access Capital.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Guaranty.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon infeasible payment in full in cash of all Obligations and irrevocable termination of the Guaranty.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

24 SEVEN TALENT, INC.

By: 

Name: *Celeste Gudas*  
Title: *President*

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: \_\_\_\_\_

Name:

Title:




IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

24 SEVEN TALENT, INC.

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

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By:   
Name: Paul McHenry  
Title: Senior Vice President

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None			

II. PATENT APPLICATIONS

	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None			

III. PATENT LICENSES

	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None			

SCHEDULE II  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
3336140	STORE24	United States	November 13, 2007

II. TRADEMARK APPLICATIONS

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
None			

III. TRADEMARK LICENSES

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
None			

SCHEDULE III  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None			

II. COPYRIGHT APPLICATIONS

	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None			

III. COPYRIGHT LICENSES

	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None			