

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Assignment Agreement (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, New York Agency		01/26/2009	STATE AGENCY: NEW YORK
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	600 East Las Colinas Blvd		
Internal Address:	Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	STATE AGENCY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1461290	PERSONNEL ONE 1	
Registration Number:	2595816	EMPLOYBRIDGE	
Registration Number:	2595844	EMPLOYBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7608		
Email:	sjones2@mayerbrown.com		
Correspondent Name:	Sokya Jones		
Address Line 1:	1332 w. 77th Street		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	ASSMUS/CIBC		
NAME OF SUBMITTER:	Richard M. Assmus		

OP \$90.00 1461290

Signature:	/Richard M. Assmus/
Date:	02/11/2009
Total Attachments: 6 source=Trademark Assignment - Employment Solutions Management Inc-II#page1.tif source=Trademark Assignment - Employment Solutions Management Inc-II#page2.tif source=Trademark Assignment - Employment Solutions Management Inc-II#page3.tif source=Trademark Assignment - Employment Solutions Management Inc-II#page4.tif source=Trademark Assignment - Employment Solutions Management Inc-II#page5.tif source=Trademark Assignment - Employment Solutions Management Inc-II#page6.tif	

**SECURITY INTEREST ASSIGNMENT AGREEMENT
(TRADEMARKS)**

THIS SECURITY INTEREST ASSIGNMENT AGREEMENT (TRADEMARKS) (this "Agreement") is made and entered into as of this 26th day of January, 2009, by CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as the current second lien Administrative Agent (in such capacity, "Assignor"), in favor of THE BANK OF NEW YORK MELLON, as the successor second lien Administrative Agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to (i) the Second Lien Pledge and Security Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), among Employment Solutions Management, Inc., a Georgia corporation (the "Grantor"), the subsidiaries of the Borrower party thereto and Assignor and (ii) the Second Lien Trademark Security Agreement, dated as of October 2, 2006 (the "Second Lien Trademark Security Agreement"), made by Grantor in favor of Assignor, which was recorded with the United States Patent and Trademark Office on November 21, 2008, at Reel/Frame 3893/0259.

WHEREAS, pursuant to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, the Grantor has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral, including without limitation the Trademark Collateral described on Schedule I annexed hereto and made a part hereof; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title, interest and powers under the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee desires to accept and assume all of such right, title, interest, powers, security interests and liens.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Second Lien Trademark Security Agreement.
2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title, interest and powers in and to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, including, without limitation, its security

interest in, and lien on, the Trademark Collateral of the Grantor, and Assignee does hereby accept and assume all of such right, title, interest, powers, security interests and liens.

3. Acknowledgment. Each of the parties hereto hereby acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

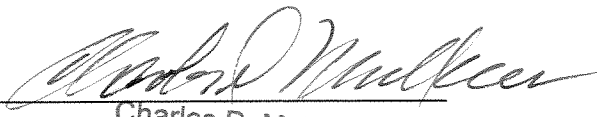
6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

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

By: 
Name: Charles D. Mulkeen
Title: Authorized Signatory

ASSIGNEE:

THE BANK OF NEW YORK MELLON, as
successor second lien Administrative Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

EMPLOYMENT SOLUTIONS MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

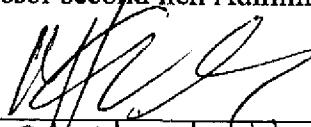
ASSIGNOR:

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

By: _____
Name: _____
Title: _____

ASSIGNEE:

THE BANK OF NEW YORK MELLON, as
successor second lien Administrative Agent

By: 
Name: Melinda Valentin
Title: Vice President

ACKNOWLEDGED AND AGREED:

EMPLOYMENT SOLUTIONS MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

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

By: _____
Name: _____
Title: _____

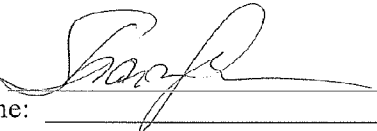
ASSIGNEE:

THE BANK OF NEW YORK MELLON, as
successor second lien Administrative Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

EMPLOYMENT SOLUTIONS MANAGEMENT, INC.

By:  _____
Name: _____
Title: _____

SCHEDULE I

TRADEMARK COLLATERAL

Employment Solutions Management, Inc.

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/ Applicant
United States of America	EMPLOYBRIDGE	22-Jan-2001	76/197,623	16-Jul-2002	2,595,816	Employment Solutions Management, Inc.
United States of America	EMPLOYBRIDGE & Design	08-Feb-2001	76/207,511	16-Jul-2002	2,595,844	Employment Solutions Management, Inc.
United States of America	PERSONNEL ONE 1 (Stylized)	13-Feb-1987	74/644,477	13-Oct-1987	1,461,290	Employment Solutions Management, Inc.