

RE 215109
Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp

02-10-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103547588

SHEET
LY 6737-102

To the Director of the U. S. Patent and Trademark Office, at the address(es) attached documents or the new address(es) below.

1. Name of conveying party(ies):

SEF Acquisition Corp.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 16, 2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Madison Capital Funding LLC

Internal as agent

Address:

Street Address: 30 S. Wacker Dr.

City: Chicago

State: IL

Country: USA Zip: 60606

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LIABILITY COMPANY

Citizenship Delaware

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)

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)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Signature
Laura Konrath
Name of Person Signing

2/2/09
Date

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

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

ORIG

Continuation Item 4

SCHEDULE 1
to
Trademark Security Agreement
TRADEMARK REGISTRATIONS

SFN Acquisition Corp.	BIZPLACES	76504153	2,822,720	4/4/2003	3/16/2004
SFN Acquisition Corp.	LAGARDE	76475300	2,787,725	12/13/2002	11/25/2003
SFN Acquisition Corp.	LAGARDE	76476306	2,866,087	12/17/2002	7/27/2004
SFN Acquisition Corp.	LAGARDE	77366334	3,484,274	1/8/2008	8/12/2008
SFN Acquisition Corp.	STOREFRONT	75685666	2,679,342	4/16/1999	1/28/2003
SFN Acquisition Corp.	STOREFRONT 2000	76011084	2,546,056	3/27/2000	3/12/2002
SFN Acquisition Corp.	STOREFRONT	76475342	2,790,819	12/13/2002	12/9/2003
SFN Acquisition Corp.	STOREFRONT NOW	76358131	2,825,823	1/11/2002	3/23/2004
SFN Acquisition Corp.	STOREFRONT 7.0	77366393	3,480,401	1/8/2008	8/5/2008

TRADEMARK APPLICATIONS

None

9

14801925 1.BUSINESS

TO: WINSTON & STRAWN LLP COMPANY: LAURA KONRATH

Re 2/9/09

02/02/2009
700298111

Form PTO-1594 (Rev. 11/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY 6737-102

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): SPK Acquisition Corp.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance (Execution Date(s)): Execution Date(s) <u>JANUARY 16, 2009</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Madison Capital Funding LLC,</u> Internal _____ as agent Address: _____</p> <p>Street Address: <u>30 S. Wacker Dr.,</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>USA</u> Zip: <u>60606</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Company</u> Citizenship <u>Delaware</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>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) _____</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.,</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6362</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 240 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u></p>
<p>9. Signature: <u>Laura Konrath</u> 2/2/09 Signature _____ Date _____ Name of Person Signing _____</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: </p>	

Documents to be recorded (including cover sheet) should be filed to (871) 273-0148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22314-1480

Execution Copy

TRADEMARK SECURITY AGREEMENT

WHEREAS, SFN Acquisition Corp., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of January 15, 2008 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Dydacomp Development Corp. (the "Borrower"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Joinder to Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "SFN Joinder Agreement") among the Grantor and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such SFN Joinder Agreement, "Grantee") and the Guarantee and Collateral Agreement dated as of January 15, 2008 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among the Borrower, the Grantor, the other grantors party thereto and Grantee, as agent for the secured parties referred to therein, Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any

CHI:2200629.2

Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16th day of January, 2009.

SEN ACQUISITION CORP.

By: *Eileen Black*
Name: *Eileen Black*
Title: *Secretary*

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10th day of January, 2009.

SFN ACQUISITION CORP.

By: _____
Name:
Title:

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 
Name: Craig Lacy
Title: Chief Credit Officer
Senior Managing Director

Signature Page to Trademark Security Agreement

SCHEDULE 1
to
Trademark Security Agreement
TRADEMARK REGISTRATIONS

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TRADEMARK APPLICATIONS

None

14801925.1 BUSINESS