

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNELLING STAFFING, LLC		12/01/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE CIT GROUP/BUSINESS CREDIT, INC.		
Street Address:	1211 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76656848	S	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Liz Stafford, IP Specialist		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	024198.0106		
NAME OF SUBMITTER:	Liz Stafford, Senior IP Specialist		
Signature:	/Liz Stafford, Senior IP Specialist/		

OP \$40.00 76656848

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TRADEMARK  
REEL: 003955 FRAME: 0789

Date:

03/19/2009

**Total Attachments: 10**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 1, 2006, by **SNELLING STAFFING, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, as Agent for itself and certain other Lenders (in such capacities, "**CIT**").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Financing Agreement dated as of the date hereof by and among Snelling Employment, LLC and Snelling Services, LLC (collectively, the "**Borrowers**"), CIT and the Lenders (including all annexes, exhibits or schedules thereto, as each may be from time to time amended, restated, supplemented or otherwise modified, the "**Financing Agreement**"), CIT and the other Lenders have agreed to make loans to, and assist in the establishing of Letters of Credit for the benefit of, Borrowers;

WHEREAS, pursuant to the Financing Agreement, Grantor is required to execute and deliver to CIT, for the benefit of Lenders, this Intellectual Property Security Agreement;

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, Grantor hereby agrees as follows:

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

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** Grantor hereby grants to CIT, for the benefit of Lenders, a continuing security interest in all of such 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 Trademarks and any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark collectively, the "**Trademark Licenses**") to which it is a party including those referred to on Schedule I hereto;

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

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

Intellectual Property Security Agreement

(e) all of its Copyrights and any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Copyright (collectively, the "Copyright Licenses") to which it is a party including those referred to on Schedule II hereto;

(f) all renewals or extensions of the Copyright Licenses;

(g) all goodwill of the business connected with the use of, and symbolized by, each Copyright and each Copyright License;

(h) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Copyright or Copyright licensed under any Copyright License or (ii) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License;

(i) all of its Patents and any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence (collectively, the "Patent Licenses") to which it is a party including those referred to on Schedule III hereto;

(j) all reissues, continuations or extensions of the Patent Licenses; and

(k) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.


This Intellectual Property Security Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title to any Copyright registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use copyright application unless such action is permitted under 15 U.S.C. 1060.

**3. SECURITY AGREEMENT.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to CIT for the benefit of Lenders pursuant to the Financing Agreement and the other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of CIT and Lenders with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Remainder of page intentionally left blank; signature page follows]*

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

SNELLING STAFFING, LLC

By:   
Name: Timothy L. Fielding  
Title: President and CEO

Intellectual Property Security Agreement

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

Mark	Reg. No.	Date
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TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

**[to be completed by Grantor]**

Intellectual Property Security Agreement-- Schedule I

**TRADEMARK**  
**REEL: 003955 FRAME: 0794**

Trademark Name	Registration Number	Serial Number	Registration Date
Bryant Bureau	1,116,165	73/117210	04/03/79
DocuTIME	2,544,471	76/147,056	03/05/02
Helping Others Achieve the Success They Desire	1,521,211	73/728211	01/17/89
iThrive		76/654,888	02/10/06
NterTrans	2,586,507	76/167,368	06/25/02
Priority Driven Results		76/666,741	09/28/06
The Right Fit is Everything	2,263,753	75/428490	07/20/99
S and Diamond Design (this is the Snelling Logo)	2,076,247 Black & White	74/713917 Black & White	07/01/97
		76/656,848 Color	03/17/06
Snelling	1,755,978	74/097440	03/02/93
Snelling and Snelling	717,313	72/096169	06/20/81
Snelling Search	2,185,965	75/344004	09/01/98
Snelling Select	3,031,064	76/561,133	12/20/05
Snelling Temporaries	1,339,448	73/508178	06/04/85
Snelling Virtual Classroom	2,589,808	76/188,938	07/02/02
Think Snelling	2,500,034	76/074008	10/23/01
Thrive		76/656,345	03/09/06
<b>FOREIGN TRADEMARKS</b>			
Snelling and Snelling (Canada)	153,650	297,407	10/13/67
Snelling (Canada)	441,188	683,017	03/31/95
Snelling Search (Canada)	570,379	1080584	November 6, 2002
Snelling Temporaries (Canada)	457,212	624,256	05/17/96
S and Diamond Design (Canada)	608,057	1079929	04/20/04

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Registration Date</b>
Snelling (European Community – Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, & United Kingdom)	000586644		06/02/97 – filing period starts 03/30/99 – actual registration
Snelling (Mexico)	487690		04/20/95
Snelling Logo (Puerto Rico Class 35)	48,582		12/27/00
Snelling Logo (Puerto Rico Class 41)	48,581		12/27/00
Snelling (Romania)	19567		07/07/92

**SCHEDULE II**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**COPYRIGHT REGISTRATIONS**

State Copyright Registrations

Mark \_\_\_\_\_ Reg. No. \_\_\_\_\_ Date \_\_\_\_\_

U.S. Federal Copyright Registrations

Mark \_\_\_\_\_ Reg. No. \_\_\_\_\_ Date \_\_\_\_\_

**COPYRIGHT APPLICATIONS**

*State Copyright Applications*

Mark \_\_\_\_\_ Serial No. \_\_\_\_\_ Filing Date \_\_\_\_\_

U.S. Federal Copyright Applications

Mark \_\_\_\_\_ Serial No. \_\_\_\_\_ Filing Date \_\_\_\_\_

**COPYRIGHT LICENSES**

Name of Agreement \_\_\_\_\_ Parties \_\_\_\_\_ Date of Agreement \_\_\_\_\_

<b>Copyrighted Work</b>	<b>Registration Number</b>	<b>Registration Date</b>
Professional Employment Counsellor	TX 350-219	07/12/79
Multiple Office Manual	TX 348-355	07/19/79
Professional Communications Manual	TX 593-611	11/26/80
Data Processing PEC Seminar	TX 787-332	10/21/81
Bryant Bureau Data Processing Seminar	TX 792-575	10/29/81
Accounting Manual (Snelling Temporaries)	TX 1-663-414	09/26/85
Advertising Manual (Snelling Temporaries)	TX 1-663-415	09/26/85
Managers Manual (Snelling Temporaries)	TX 1-663-413	09/26/85
Personnel Coordinator Manual (Snelling Temporaries)	TX 1-663-412	09/26/85
Pre-Opening Manual (Snelling Temporaries)	TX 1-663-410	09/26/85
Receptionist Manual (Snelling Temporaries)	TX 1-663-409	09/26/85
Sales Manual (Snelling Temporaries)	TX 1-663-408	09/26/85
Testing Manual (Snelling Temporaries)	TX 1-663-411	09/26/85
Basics for Personnel Coordinators (Video)	PA 333-638	02/12/87
Basics for Personnel Coordinators Trainee's Workbook (Snelling Temporaries)	TX 2-030-437	02/12/87
Bookkeeping, Accounting, Office Services, Basic Clerical Testing Package	TX 2-021-094	03/26/87
Basics for Sales Representatives (Text and Video)	TX 347-342 PA 347-342	10/06/87
Aunt Samantha (Art Reproduction Painting)	VA 335-598	01/23/89
Accounting Manual	TX 3-834-550	02/23/94
Engineering Manufacturing Manual	TX 3-834-551	02/23/94
Health Care/Medical Manual	TX 3-826-233	02/23/94
Banking and Finance Manual	TX 3-783-326	02/25/94
Data Processing Manual	TX 3-833-645	02/25/94
Specialty Training for Managers Manual	TX 3-806-477	02/25/94
Zee Handout Manual	TX 3-749-352	02/28/94
Zee Instructor Notes	TX 3-789-068	03/03/94
Insurance Manual	TX 3-818-292	03/22/94
Recruiter Manual	TX 4-828-708	07/27/98
Account Manager Manual	TX-5-217-699	05/22/00
Marketing Building Blocks	TX-5-217-701	05/22/00
Recruiter Management Manual	TX-5-217-700	05/22/00
Call Center Success Plan Manual	TX-5-311-257	11/30/00
Recruiting and Retention Guide	TX-5-284-682	01/23/01
Call Center Success Video	PA-1-026-667	01/02/01
Introduction to AM Basics Video	PA-1-026-670	01/02/01
Introduction to PM Basics Video	PA-1-026-671	01/02/01
Pricing for Profits Video	PA-1-026-668	01/02/01
Recruiting Career Placement Video	PA-1-026-666	01/02/01
Recruiting in the Temporary Help Business Video	PA-1-026-665	01/02/01
Snelling and Snelling Legal and Ethical	PA-1-026-664	01/02/01

<b>Copyrighted Work</b>	<b>Registration Number</b>	<b>Registration Date</b>
Compliance Program Video		
The Hire Right Zone Video	PA-1-026-669	01/02/01
Building Effective Sales Presentations Video	PA-1-026-497	01/04/01
Temp-to-Hire: Quality is the Difference Video	PA-1-026-657	01/04/01
5 Step Selling Cycle Video	PA-1-026-499	01/22/01
Discover Snelling Video	PA-1-026-498	01/22/01
IT Recruiting and Staffing Business Manual – IT Business Building	TX-5-585-702	08/09/02
IT Recruiting and Staffing Business Manual – IT Start-Up and Development Phase	TX-5-587-985	08/09/02
Pre-Opening Manual	TX-5-585-703	08/09/02
Personnel Manager Manual	TX-5-587-951	08/09/02
Account Manager Professional Selling Skills – Video Training Manual	TX-5-587-983	08/09/02
Personnel Manager BASICS	TX-5-587-982	08/09/02
Managing the BASICS (The Branch Manager's Overseer Manual for Training and Coaching New Personnel Managers)	TX-5-587-984	08/09/02
Account Manager BASICS	TX-5-585-701	08/09/02
Managing the AM BASICS (The Manager's Manual for Training and Coaching New Account Managers)	TX-5-585-704	08/09/02
FAST Success Plan – Accounting and Finance Start-Up and Development Phase	TX-5-588-217	08/09/02
FAST Success Plan – Accounting and Finance Business Building	TX-5-587-986	08/09/02
Risk Management Manual	TX-5-588-205	08/09/02
The Hire Right Zone: A Personnel Manager Handbook (Mastering the Basics of the Hiring Process)	TX-5-666-096	08/09/02
EmpACT User Manual	TX 5-666-858	10/29/02
Human Resources Manual	TX 5-666-857	10/29/02
Office Policies Manual	TX 5-666-856	10/29/02
PEC/PM Manual – Professional Employment Consultant/Personnel Manager	TX 5-666-859	10/29/02
Account Manager Sales Presentation Portfolio	TX 5-713-797	04/21/03
Operations Flipbook	TX 5-906-875	06/19/03
Office Technology Manual	TX 5-741-146	10/29/02
EmpACT Qualifications Coding Guide	TX 5-741-144	10/29/02

**SCHEDULE III**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**PATENT REGISTRATIONS**

**PATENTS**

Patent No.      Issue Date      Title

**PATENT APPLICATIONS**

Serial Number      Filing Date      Title

**PATENT LICENSES**

Name of Agreement      Parties      Date of Agreement

Intellectual Property Security Agreement-- Schedule III