

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Supplement to Second Lien Trademark Security Agreement														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>Employment Solutions Management, Inc.</td> <td></td> <td>04/03/2009</td> <td>CORPORATION: GEORGIA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Employment Solutions Management, Inc.		04/03/2009	CORPORATION: GEORGIA							
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RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>The Bank of New York Mellon, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>600 East Las Colinas Blvd.</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1300</td> </tr> <tr> <td>City:</td> <td>Irving</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>75039</td> </tr> <tr> <td>Entity Type:</td> <td>Banking Corporation: NEW YORK</td> </tr> </table>	Name:	The Bank of New York Mellon, as Administrative Agent	Street Address:	600 East Las Colinas Blvd.	Internal Address:	Suite 1300	City:	Irving	State/Country:	TEXAS	Postal Code:	75039	Entity Type:	Banking Corporation: NEW YORK	
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PROPERTY NUMBERS Total: 2															
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CORRESPONDENCE DATA															
<p>Fax Number: (212)836-6337 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2128367319 Email: psomelofske@kayescholer.com Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP Address Line 1: 425 Park Avenue Address Line 2: 16-06 Address Line 4: New York, NEW YORK 10022-3598</p>															
ATTORNEY DOCKET NUMBER:	32109-0098														
NAME OF SUBMITTER:	Paul J. Somelofske														

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TRADEMARK
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Signature:	/Paul J. Somelofske/
Date:	04/03/2009
Total Attachments: 5 source=Employment Solutions - Supplement#page1.tif source=Employment Solutions - Supplement#page2.tif source=Employment Solutions - Supplement#page3.tif source=Employment Solutions - Supplement#page4.tif source=Employment Solutions - Supplement#page5.tif	

SUPPLEMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT, dated as of April 3, 2009 (this "Supplement"), to the Second Lien Trademark Security Agreement (as defined below) is among EMPLOYMENT SOLUTIONS MANAGEMENT, INC., a Georgia corporation (the "Grantor"), and THE BANK OF NEW YORK MELLON, as Administrative Agent for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent, the Grantor executed and delivered a Second Lien Pledge and Security Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantor and the Administrative Agent are parties to that certain Second Lien Trademark Security Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement");

WHEREAS, the Grantor has notified the Administrative Agent that, since its entering into of the Second Lien Trademark Security Agreement, it has acquired, and has filed an application or applications of registration with the United States Patent and Trademark Office with respect to, certain Trademarks (the "New Trademarks");

WHEREAS, pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute such documents as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in Intellectual Property Collateral;

WHEREAS, the Administrative Agent has requested this Supplement in order to evidence the Administrative Agent's security interest in the New Trademarks;

NOW, THEREFORE, the parties hereto hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1. Certain Definitions. The following terms when used in this Supplement shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Credit Agreement" is defined in the first recital.

"New Trademarks" is defined in the third recital.

“Security Agreement” is defined in the first recital.

“Supplement” is defined in the preamble.

“Second Lien Trademark Security Agreement” is defined in the second recital.

SECTION 1.2. Other Definitions. Capitalized terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Supplement with such meanings.

ARTICLE II SUPPLEMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

Schedule I to the Second Lien Trademark Security Agreement is hereby supplemented with the additional information set forth on Schedule I hereto.

ARTICLE III MISCELLANEOUS

SECTION 3.1. Cross-References. References in this Supplement to any Article or Section are, unless otherwise specified, to such Article or Section of this Supplement.

SECTION 3.2. Loan Document Pursuant to Credit Agreement. This Supplement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Credit Agreement.

SECTION 3.3. Successors and Assigns. This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

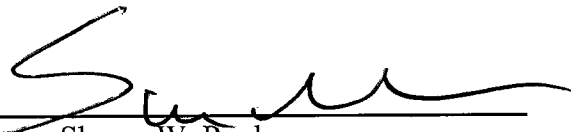
SECTION 3.4. Counterparts. This Supplement may be executed by the parties hereto in several counterparts, each of which when executed and delivered shall be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Supplement by facsimile shall be effective as delivery of a manually executed counterpart of this Supplement.

SECTION 3.5. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

SECTION 3.6. Full Force and Effect. All of the representations, warranties, terms, covenants, conditions and other provisions of the Second Lien Trademark Security Agreement and the Loan Documents shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with their respective terms.

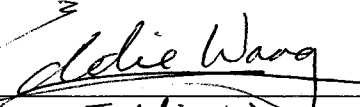
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement as of the date first above written.

EMPLOYMENT SOLUTIONS MANAGEMENT,
INC.

By: 
Name: Shawn W. Poole
Title: Executive Vice President and
Chief Financial Officer

*Supplement to Second Lien Trademark Security
Agreement*

THE BANK OF NEW YORK MELLON,
as Administrative Agent

By: 
Name: Eddie Wang
Title: V.P.

*Supplement to Second Lien Trademark Security
Agreement*

SCHEDULE I

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/Applicant
United States of America	PERSONNEL ONE & Design	19-Jan-2007	77/087,156	25-Sept-2007	3,296,876	Employment Solutions Management, Inc.
United States of America	RESOURCE ACCOUNTING & Design	19-Jan-2007	77/087,172	20-Nov-2007	3,338,485	Employment Solutions Management, Inc.

Supplement to Second Lien Trademark Security Agreement