

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
DHR Operations, LLC		06/05/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Caltius Partners III, LP, as Agent
Street Address:	11766 Wilshire Boulevard
Internal Address:	Suite 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2527443	DHR
Registration Number:	2502655	WE TAKE CARE OF THE DETAILS, YOU TAKE CARE OF BUSINESS
Registration Number:	2527463	DHR
Registration Number:	2527464	DHR
Registration Number:	2652216	DHR DIVERSIFIED HUMAN RESOURCES
Registration Number:	2527442	DHR
Registration Number:	2791667	PFSP
Registration Number:	2428932	WE TAKE CARE OF THE DETAILS, YOU TAKE CARE OF BUSINESS

CORRESPONDENCE DATA

Fax Number: (303)592-3140

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900138253

**TRADEMARK
 REEL: 004019 FRAME: 0575**

OP \$215.00 2527443

Phone: 303-592-3128
Email: katherine.duplay@bartlit-beck.com
Correspondent Name: Katherine E. Duplay
Address Line 1: Bartlit Beck et al., 1899 Wynkoop Street
Address Line 2: 8th Floor
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	751.004
NAME OF SUBMITTER:	Alisa Frederick
Signature:	/Alisa Frederick/
Date:	07/09/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of June 5, 2009, is between DHR Operations, LLC, a Delaware limited liability company (the "*Grantor*"), and Caltius Partners III, LP ("*CP III*"), in its capacity as agent for the lenders under the Investment Agreement referred to below (together with its successors and assigns, the "*Secured Party*").

WITNESSETH:

WHEREAS, pursuant to that certain Investment Agreement dated as of May 8, 2008, by and among Diversified Human Resources, Inc., an Arizona corporation, BDL Financial, LLC, an Arizona limited liability company, and International Staffing Services, L.L.C., an Arizona limited liability company (the "*Original Borrowers*"), CP III and Caltius Partners Executive III, LP ("*CPE III*" and together with CP III, "*Caltius*") and the other parties named therein (as from time to time amended, restated, supplemented or otherwise modified, the "*Investment Agreement*"), Caltius purchased from the Original Borrowers senior secured subordinated notes in an aggregate principal amount of \$16,000,000 (the "*Prior Notes*");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 5, 2009 and related agreements, DHR Operations and DHR Insurance Services, LLC, a Delaware limited liability company ("*DHR Insurance*" and, together with DHR Operations, the "*New Borrowers*") have agreed to acquire (the "*Acquisition*") substantially all of the assets of the Original Borrowers and to assume specified liabilities of the Original Borrowers, including the Prior Notes and other Obligations;

WHEREAS, in connection with the Acquisition, the New Borrowers have requested and Caltius has agreed to amend and restate the Investment Agreement to, among other things, extend the Maturity Date of the Prior Notes, adjust the interest rate on the Prior Notes and provide for the issuance and sale to Caltius of additional senior secured subordinated notes of the Borrowers in an aggregate principal amount of up to \$700,000;

WHEREAS, in connection with the amended and restated Investment Agreement, the Grantor, the other Credit Parties named therein and the Secured Party are parties to that certain Security Agreement dated as of June 5, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantor granted to the Secured Party a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations (as defined in the Investment Agreement);

WHEREAS, the parties to the Investment Agreement contemplate and intend that the Secured Party shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Investment Agreement) shall occur and be continuing, the right to exercise its remedies under the

Investment Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Investment Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Secured Party a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party, on behalf of and for the ratable benefit of the Holders of Notes (as such terms are defined in the Investment Agreement), pursuant to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of California (excluding conflicts of laws provisions).

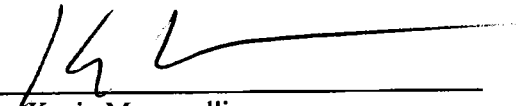
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have executed this Trademark Security Agreement as of the date first set forth above.

GRANTOR:

DHR OPERATIONS, LLC

By: 
Name: Kevin Mencarelli
Title: President

SECURED PARTY:

CALTIUS PARTNERS III, LP

By: CP III, LP, its general partner

By: _____
Name: Alisa Frederick
Title: Managing Director

IN WITNESS WHEREOF, the Grantor and the Secured Party have executed this Trademark Security Agreement as of the date first set forth above.

GRANTOR:

DHR OPERATIONS, LLC

By: _____

Name: Kevin Mencarelli

Title: President

SECURED PARTY:

CALTUS PARTNERS III, LP

By: CP III, LP, its general partner

By: _____ 

Name: Alisa Frederick

Title: Managing Director

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Mark	Registration No.	Registration Date
LOGO (DHR)	2,527,443	1/8/2002
We Take Care of the Details You Take Care of Business (Class 35)	2,502,655	10/30/2001
DHR (Class 36)	2,527,463	1/8/2002
DHR (Class 35)	2,527,464	1/8/2002
DHR Diversified Human Resources & Design	2,652,216	11/19/2002
DHR (Class 35)	2,527,442	1/8/2002
PFSP	2,791,667	12/9/2003
We Take Care of the Details You Take Care of Business (Class 36)	2,428,932	2/13/2001