

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Towerco Staffing, Inc.		08/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	150 Fayetteville Street		
Internal Address:	Suite 600		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77745148	TOWERCO	
Serial Number:	77745166	TOWERCO	
Serial Number:	77745182	T	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	14 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2812412.00094TOWERCO		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$90.00 77745148

Signature:	/ Karl S. Sawyer, Jr. /
Date:	08/31/2009
Total Attachments: 6 source=TowercoStaffingTMSecurity Agmt#page1.tif source=TowercoStaffingTMSecurity Agmt#page2.tif source=TowercoStaffingTMSecurity Agmt#page3.tif source=TowercoStaffingTMSecurity Agmt#page4.tif source=TowercoStaffingTMSecurity Agmt#page5.tif source=TowercoStaffingTMSecurity Agmt#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 28, 2009 by and between TOWERCO STAFFING, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 5000 Valleystone Dr., Cary, North Carolina 27519 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 150 Fayetteville Street, Suite 600, Raleigh, North Carolina 27602 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof, by and among TOWERCO FINANCE LLC, a Delaware limited liability company (the "Borrower"), TOWERCO II HOLDINGS LLC, a Delaware limited liability company (the "Parent"), the Lenders and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Credit Agreement").

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of the date hereof by and among the Borrower, the Parent, certain of the Parent's Subsidiaries as identified therein (including the Grantor) in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned or at any time hereafter acquired by the Grantor:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A; provided, however, that the grant of security interest shall not include any application for a Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

TOWERCO STAFFING, INC., as Grantor

By: *Daniel Hunt*
Name: Daniel Hunt
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF NC
COUNTY OF Wake

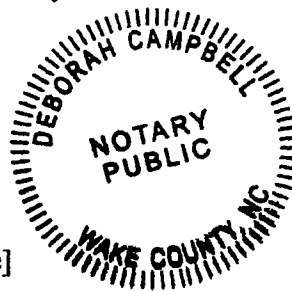
I, Deborah Campbell, a Notary Public for said County and State, do hereby certify that Daniel Hunt personally appeared before me this day and stated that he is Chief Financial Officer of TOWERCO STAFFING, INC. and acknowledged, on behalf of TOWERCO STAFFING, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 25 day of August, 2009.

Deborah Campbell
Notary Public

My commission expires:

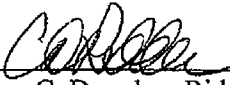
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[Signature Pages Continue]

Agreed and Accepted as of the date first written above.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: C. Douglass Riddle
Title: Senior Vice President

Schedule A to Trademark Security Agreement

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date Allowed</u>
TOWERCO & Design (Int. Class 36 37)	77745148 (Pending)	May 27, 2009
TOWERCO (Int. Class 36 37)	77745166 (Pending)	May 27, 2009
T & Design (Int. Class 36 37)	77745182 (Pending)	May 27, 2009

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.