

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
Staffing Solutions Southwest, Inc.		09/14/2009	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	100 NE Third Avenue
Internal Address:	Suite 100
City:	FORT LAUDERDALE
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2001255	
Registration Number:	2578757	PROLOGISTIX
Registration Number:	1950471	RESOURCEMFG
Registration Number:	1816089	STAFFING SOLUTIONS
Registration Number:	2001252	RESOURCEMFG
Registration Number:	2591862	VALUE IN PARTNERING

CORRESPONDENCE DATA

Fax Number: (561)892-0458
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 561-395-4141
 Email: gmk@krasnalaw.com
 Correspondent Name: Gary M. Krasna, P.A.
 Address Line 1: 120 E. Palmetto Park Road
 Address Line 2: Suite 100
 Address Line 4: Boca Raton, FLORIDA 33432

TRADEMARK

900143392

REEL: 004063 FRAME: 0256

OP \$165.00 2001255

NAME OF SUBMITTER:	Gary M. Krasna
Signature:	/gmk/
Date:	09/17/2009
Total Attachments: 9 source=SSSW IPSA#page1.tif source=SSSW IPSA#page2.tif source=SSSW IPSA#page3.tif source=SSSW IPSA#page4.tif source=SSSW IPSA#page5.tif source=SSSW IPSA#page6.tif source=SSSW IPSA#page7.tif source=SSSW IPSA#page8.tif source=SSSW IPSA#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT¹

This Intellectual Property Security Agreement (the "Agreement") is made as of September 14, 2009, by and between **Staffing Solutions Southwest, Inc.**, a Georgia corporation (the "Grantor"), and Wells Fargo Bank, N.A., acting through its **Wells Fargo Business Credit Operating Division** (the "Secured Party").

RECITALS

A. Secured Party has extended certain financing to **EMPLOYMENT SOLUTIONS MANAGEMENT, INC.** (the "Borrower") pursuant to the terms of that certain Loan and Security Agreement dated of even date herewith, between Secured Party and Borrower (the "Loan Agreement").

B. In order to induce Secured Party to enter into the Loan Agreement and extend financing to Borrower, Grantor has agreed to guarantee the obligations of Borrower to Secured Party and to grant a security interest in certain intangible property owned by Grantor to Secured Party for purposes of securing the obligations of Grantor to Secured Party. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Loan Agreement and/or the Continuing Guaranty and Waiver (the "Guaranty").

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests, if necessary, that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is the sole owner of the Intellectual Property Collateral;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(f) Grantor shall (i) give Secured Party not less than thirty (30) days prior written notice of the filing of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with a copy of such applications or registrations, without the exhibits, if any, thereto, evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing.

(g) Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(h) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(i) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent. Grantor has not and will not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way limit the creation of a security interest in Grantor's property, including the Intellectual Property Collateral; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement, any other agreement between Grantor and Secured Party; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Notices. All notices, demands and other communications which are required to be given, served or sent pursuant to this Agreement will be in writing and will be delivered personally, by facsimile, or sent by air courier or first class certified or registered mail, return receipt requested and postage prepaid to the addresses listed on the signature page hereto.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

11. Choice of Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of Texas, without regard for choice of law provisions.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Staffing Solutions Southwest, Inc.,

By: *Shawn W. Poole*

Name: Shawn W. Poole, Executive Vice
President

Address:
1040 Crown Pointe Parkway, Suite 1040,
Atlanta, GA 30338

SECURED PARTY:

Wells Fargo Bank, N.A., acting through its
Wells Fargo Business Credit Operating
Division

By: *J. Sabatini*

Name: *J. Sabatini*

Its: *Vice President*

Address:
101 NE 3rd Avenue #100
Fort Lauderdale, FL 33301

EXHIBIT A

Copyrights

Description	Registration Number/ Registration Date	Application Number/Date Filed
NONE.		

EXHIBIT B

Patents

Title	Registration Number/Registration Date
NONE.	

EXHIBIT C

Trademarks

Description	Registration Number/ Registration Date	Serial Number/ Date Filed
MISCELLANEOUS DESIGN (Staffing Solutions Triangle Design)	2,001,255/17-Sep- 1996	74/727,245/11-Sep- 1995
PROLOGISTIX	2,578,757/11-Jun- 2002	78/028,751/03-Oct- 2000
RESOURCEMFG	1,950,471/23-Jan- 1996	74/557,469/04- Aug-1994
STAFFING SOLUTIONS	1,816,089/11-Jan- 1994	74/095,017/10-Sep- 1990
RESOURCEMFG& Design	2,001,252/17-Sep- 1996	74/727,237/11-Sep- 1995
VALUE IN PARTNERING	2,591,862/09-Jul- 2002	75/433,691/10-Feb- 1998