

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (with Special Power of Attorney)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Solomon-Page Group LLC		09/25/2009	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Sterling National Bank
Street Address:	500 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3367021	PREP
Registration Number:	3206179	CRN
Registration Number:	3274811	CLINICAL RESOURCE NETWORK
Registration Number:	2473224	SOLOMON-PAGE GROUP
Registration Number:	2493675	BERARDI & ASSOCIATES
Registration Number:	2421383	SPG
Registration Number:	1705322	THE BANKERS REGISTER
Registration Number:	1331463	THE BANKERS REGISTER
Serial Number:	77736573	SPG PORTFOLIO

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-564-8108
 Email: kgibson@stradley.com

900145547

**TRADEMARK
 REEL: 004080 FRAME: 0333**

CH \$240.00 3367021

Correspondent Name: Maria J. Wing, Esquire
Address Line 1: 2600 One Commerce Square
Address Line 2: Stradley Ronon Stevens & Young, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	184652-0006
NAME OF SUBMITTER:	Maria J. Wing
Signature:	/mjw/
Date:	10/19/2009

Total Attachments: 5
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SECURITY AGREEMENT

TRADEMARKS

WHEREAS, THE SOLOMON-PAGE GROUP LLC, a New York limited liability company (herein referred to as "**Debtor**"), Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the entire right, title and interest in and to the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Debtor is obligated to STERLING NATIONAL BANK (herein referred to as "**Sterling**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**IP Agreement**") in favor of Sterling;

WHEREAS, pursuant to the IP Agreement, Debtor has granted to Sterling a security interest in, and mortgage on, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect Sterling's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Sterling a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Sterling with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Sterling's address is 500 Seventh Avenue, New York, New York 10018.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 25th day of September, 2009.

THE SOLOMON-PAGE GROUP LLC

By: _____

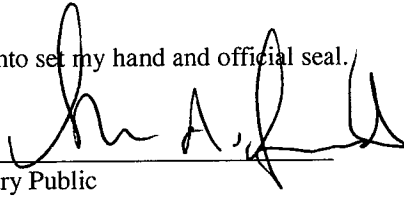
Name: Lloyd Solomon

Title: Managing Director

STATE OF New York :
: ss.
COUNTY OF New York :

Before me, a notary public, in and for the State and County aforesaid, on this 25th day of September, 2009, personally appeared Lloyd Solomon, who acknowledged himself to be the Managing Director of The Solomon-Page Group LLC, who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him on the purposes herein stated and intending to be legally bound thereby.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

STEVEN A. SAMIDE
Notary Public, State of New York
No. 02SA6032767
Qualified in Nassau County
Commission Expires March 22, 2010

SCHEDULE A

Registered Trademarks

Trademark	Serial Number	Registration Number	Registration Date
PREP	78864908	3367021	January 8, 2008
CRN	78859727	3206179	February 6, 2007
CLINICAL RESOURCE NETWORK	78859591	3274811	August 7, 2007
SOLOMON-PAGE GROUP	75923304	2473224	July 31, 2001
BERARDI & ASSOCIATES	75917549	2493675	September 25, 2001
SPG	75917546	2421383	January 16, 2001
THE BANKERS REGISTER	74110433	1705322	August 4, 1992
THE BANKERS REGISTER	1331463	1331463	April 16, 1985

Pending Trademark Applications

Trademark	Serial Number	Filing Date
SPG PORTFOLIO	77736573	May 14, 2009

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

None.

Common Law Trade Names

Information Technology Partners, Inc.
Stentiford & Berardi
Easton Partners
H/R Partners
Berardi Associates
The Banks Registers
Legal Auditions
Solomon Page Technology Partners
SPTP

SPECIAL POWER OF ATTORNEY

STATE OF New York)
) ss.
COUNTY OF New York)

KNOW ALL MEN BY THESE PRESENTS, that THE SOLOMON-PAGE GROUP LLC, a New York limited liability company (“Debtor”), having an address of 260 Madison Avenue, New York, New York 10016, hereby appoints and constitutes, severally, STERLING NATIONAL BANK (“Sterling”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

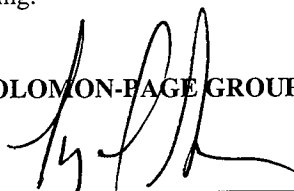
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Sterling, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Sterling, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Intellectual Property Security Agreement, dated of even date herewith, between Debtor and Sterling (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by Sterling.

Dated: September 25th, 2009

THE SOLOMON-PAGE GROUP LLC

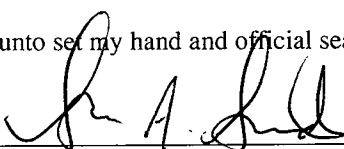
By: 
Name: Lloyd Solomon
Title: Managing Director

STATE OF New York :
 : ss.
COUNTY OF New York :

Before me, a notary public, in and for the State and County aforesaid, on this ____ day of September, 2009, personally appeared Lloyd Solomon, who acknowledged himself to be the Managing Director of The Solomon-Page Group LLC, who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him on the purposes herein stated and intending to be legally bound thereby.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

STEVEN A. SAMIDE
Notary Public, State of New York
No. 02SA6032787
Qualified in Nassau County
Commission Expires March 22, 2010


Notary Public