

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
COMFORCE CORPORATION		11/02/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	340 MADISON AVENUE		
Internal Address:	11TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2170692	COMFORCE	
Registration Number:	2538733	RIGHTSOURCING	
Registration Number:	3026329	COMFORCE	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	416.865.8244		
Email:	efan@torys.com		
Correspondent Name:	Torys LLP, Attn: Edward Fan		
Address Line 1:	79 Wellington St. W., Suite 3000		
Address Line 2:	Box 270, TD Centre		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	22764-2009		
NAME OF SUBMITTER:	Edward Fan		

OP \$90.00 2170692

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TRADEMARK
REEL: 004089 FRAME: 0418

Signature:	/Edward Fan/
Date:	11/02/2009
Total Attachments: 7 source=COMFORCE Amended and Restated Trademark Security Agreement (Final)#page1.tif source=COMFORCE Amended and Restated Trademark Security Agreement (Final)#page2.tif source=COMFORCE Amended and Restated Trademark Security Agreement (Final)#page3.tif source=COMFORCE Amended and Restated Trademark Security Agreement (Final)#page4.tif source=COMFORCE Amended and Restated Trademark Security Agreement (Final)#page5.tif source=COMFORCE Amended and Restated Trademark Security Agreement (Final)#page6.tif source=COMFORCE Amended and Restated Trademark Security Agreement (Final)#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2009, is between COMFORCE Corporation, a Delaware corporation (herein referred to as "Grantor") and PNC Bank, National Association, as Administrative Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). This agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of June 25, 2003, between the Grantor and the Grantee. Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, COMFORCE Operating, Inc., the parties listed on Schedule A attached hereto, certain lenders (the "Lenders") and Grantee are parties to an Amended and Restated Revolving Credit and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the

United States or any foreign country (collectively, the “Marks”), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

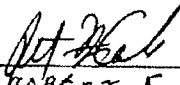
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of ~~October~~, 2009.
November

COMFORCE CORPORATION

By: 
Name: *ROBERT F. ENAC*
Title: *SENIOR V.P. - FINANCE*

Acknowledged:
PNC Bank, National Association,
as Administrative Agent

By _____
Name:
Title:

[Amended and Restated Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of ~~October~~, 2009.
November

COMFORCE CORPORATION

By: _____
Name:
Title:

Acknowledged:
PNC Bank, National Association,
as Administrative Agent

By: Thanwantie Somar
Name: Thanwantie Somar
Title: AVP

[Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 004089 FRAME: 0423

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 2nd day of ~~October~~ ^{November}, 2009, before me personally came Robert F. Ende, to me personally known to be the person described in and who executed the foregoing instrument as Sr. Vice President - Finance of COMFORCE Corporation, who being by me duly sworn, did depose and say that he is Sr. Vice President - Finance of COMFORCE Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Arthur A. Felton

NOTARY PUBLIC

My commission expires:

ARTHUR A. FELTMAN
NOTARY PUBLIC, State of New York
No. 02FE5078877
Qualified in ~~Brook~~ ^{Suffolk} County
Commission Expires June 2, 2011 427.

Schedule 1

COMFORCE CORPORATION

MARKS	REGISTRATION NUMBERS
COMFORCE	2170692 (July 7, 1998)
RIGHTSOURCING	2,538,733 (February 19, 2002)
COMFORCE	3,026,329 (December 31, 2005)

Schedule A

UNIFORCE SERVICES, INC.,
CLINICAL LABFORCE OF AMERICA, INC.,
COMFORCE INFORMATION TECHNOLOGIES, INC.,
COMFORCE TECHNICAL, LLC,
COMFORCE TECHNICAL SERVICES, INC.,
COMFORCE TELECOM, INC.,
CTS OF WASHINGTON, LLC,
PRO CLINICAL SUPPORT SERVICES, LLC,
PRO UNLIMITED GLOBAL, LTD (UK),
PRO UNLIMITED GLOBAL (HK) LIMITED,
PRO UNLIMITED GLOBAL JAPAN, LTD
a/k/a PRO UNLIMITED GLOBAL JAPAN, YK,
PRO UNLIMITED, INC.,
PRO UNLIMITED MPS, INC.,
TEMPORARY HELP INDUSTRY SERVICING COMPANY, INC.,
UNIFORCE STAFFING SERVICES, INC.,
SUMTEC CORPORATION,
THISCO OF CANADA, INC.,
CTS GLOBAL, INC.
(as Borrowers)

COMFORCE OPERATING, INC., as Borrowing Agent

COMFORCE CORPORATION, as Guarantor