

# 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
Insight Global, Inc.		06/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	209 South LaSalle Street, Suite 500		
Internal Address:	Attn: Clark King		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	societe anonyme: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3630697	INSIGHT GLOBAL A STAFFING SERVICES COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: S. Anita Sinha, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	055660/0097		
NAME OF SUBMITTER:	S. Anita Sinha		
Signature:	/S. Anita Sinha/		

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Date:

06/30/2010

**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

June 30, 2010

This Grant of Trademark Security Interest (this "**Grant**") is made as of June 30, 2010, by **INSIGHT GLOBAL, INC.**, a Delaware corporation, ("**Grantor**"), in favor of **BNP PARIBAS**, as collateral agent for and representative of (in such capacity, "**Collateral Agent**") the Beneficiaries. Capitalized terms used in this Grant and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

**WHEREAS**, Grantor, owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, (i) prior to the Holdco Merger, IG Merger Sub, Inc., a Delaware corporation ("**Merger Sub**"), and, after the consummation of the Holdco Merger, IG Staffing Holdings, Inc., a Delaware corporation ("**Holdings**"), and (ii) prior to the Opco Merger, IG Merger Sub II, LLC, a Delaware limited liability company ("**Merger Sub II**"), and, after the consummation of the Opco Merger, Grantor, ("**Company**"), have entered into the Credit Agreement, dated as of June 30, 2010 (said Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with the financial institutions from time to time party thereto as lenders (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and BNP Paribas, as Administrative Agent for the Lenders, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

**WHEREAS**, pursuant to the terms of the Security Agreement, dated as of June 30, 2010 (said Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, Collateral Agent and the other grantors named therein, Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to, and pursuant to, the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A

annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) (collectively, the "**Trademark Rights**") in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of such Grantor's business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Grant, the term "**proceeds**" shall have the meaning assigned to the term "Proceeds" in the UCC.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


In the event that any provision of this Grant is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant by signing and delivering one or more counterparts, and delivery of an executed counterpart of this Grant by telefacsimile or other electronic image scan transmission (e.g., "PDF" or "tif" via email shall be equally as effective as delivery of an original executed counterpart of this Grant). Any party delivering an executed counterpart of this Grant by telefacsimile or other electronic image scan transmission also shall deliver an original executed counterpart of this Grant; provided, that the failure to do so shall not affect the validity, enforceability or binding effect of this Grant.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Grant to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

INSIGHT GLOBAL, INC.

By:   
Name: Glenn Johnson  
Title: Chairman

[Grant of Trademark Security Interest]

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Description</b>
Insight Global, Inc.	3,630,697	Insight Global A Staffing Services Company (design plus words, letters and/or numbers)

Applications: None.

**OTHER TRADEMARKS:**

Registrations: None.

Applications: None.