

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch)</td> <td></td> <td>07/14/2010</td> <td>CORPORATION:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch)		07/14/2010	CORPORATION:	
Name	Formerly	Execution Date	Entity Type						
Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch)		07/14/2010	CORPORATION:						
RECEIVING PARTY DATA									
Name:	Broadpoint Products Corp.								
Street Address:	1290 Avenue of the Americas								
Internal Address:	5th Floor								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10104								
Entity Type:	CORPORATION: DELAWARE								
PROPERTY NUMBERS Total: 6									
Property Type	Number	Word Mark							
Registration Number:	2798340	ACCRETIVE							
Registration Number:	2747885	ACCRETIVE SOLUTIONS							
Registration Number:	2594065	HORN WALLACE COLE							
Registration Number:	2584877	HORN MURDOCK COLE							
Registration Number:	2727890	DICKSON ALLAN							
Registration Number:	2371193	THE EXPERIENCE YOU WANT. THE RESULTS YOU NEED.							
CORRESPONDENCE DATA									
Fax Number:	(212)836-6337								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	(212) 836-7319								
Email:	psomelofske@kayescholer.com								
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP								
Address Line 1:	425 Park Avenue								

CH \$165.00 2798340

900168329

TRADEMARK
REEL: 004252 FRAME: 0054

Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER: 09101-0003

NAME OF SUBMITTER: Paul J. Somelofske

Signature: /Paul J. Somelofske/

Date: 08/02/2010

Total Attachments: 6

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**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 14th day of July, 2010, by CREDIT SUISSE AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch), as the prior administrative agent (in such capacity, "Assignor"), in favor of BROADPOINT PRODUCTS CORP., as the current administrative agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to (i) the First Lien Security Agreement, dated as of July 7, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement"), among Accretive Solutions, Inc., a Delaware corporation ("Accretive Solutions"), Accretive Solutions-Dallas, LP, a Delaware limited partnership ("Accretive Solutions-Dallas"), Accretive Solutions-Houston, LP, a Delaware limited partnership (together with Accretive Solutions and Accretive Solutions-Dallas, the "Grantors"), the other grantors party thereto and Assignor and (ii) the First Lien Trademark Security Agreement, dated as of July 7, 2006 (the "First Lien Trademark Security Agreement"), among Grantors in favor Assignor, which was recorded with the United States Patent and Trademark Office on August 10, 2006 on Reel/Frame No. 003366/0693 and on Reel/Frame No. 003366/0701;

WHEREAS, a corrective filing in respect of the First Lien Trademark Security Agreement was filed with the United States Patent and Trademark Office on November 15, 2008 on Reel/Frame No. 03888/0611 and on Reel/Frame No. 03888/0631, pursuant to which the name of the secured party was corrected to read "Credit Suisse, Cayman Islands Branch, as Administrative Agent";

WHEREAS, pursuant to the First Lien Security Agreement and the First Lien Trademark Security Agreement, each Grantor has granted to Assignor a first lien security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral (as defined in the First Lien Trademark Security Agreement) including, without limitation, the Trademarks described on Schedule I annexed hereto and made a part hereof (the "Collateral"); and

WHEREAS, pursuant to that certain Successor Agent and Amendment Agreement to Amended and Restated Senior Credit Agreement, dated as of June 25, 2010, Assignor has resigned as administrative agent under the Credit Agreement (as defined in the First Lien Security Agreement) and related loan documents, and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest

under the First Lien Security Agreement and the First Lien Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the First Lien Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the First Lien Security Agreement and the First Lien Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. Each of the Grantors hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Collateral are more fully set forth in the First Lien Security Agreement and the First Lien Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.


[Remainder of page intentionally left blank]

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

ASSIGNOR:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH (f/k/a Credit Suisse, Cayman Islands
Branch), as the prior administrative agent

By: 
Name: Bryan J. Matthews
Title: Authorized Signatory

By: 
Name: Michael A. Criscito
Title: Authorized Signatory

ASSIGNEE:

BROADPOINT PRODUCTS CORP., as the current
administrative agent

By: _____
Name: _____
Title: _____

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

ASSIGNOR:

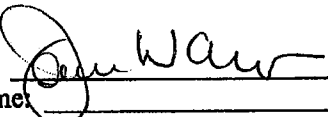
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH (f/k/a Credit Suisse, Cayman Islands
Branch), as the prior administrative agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____


ASSIGNEE:

BROADPOINT PRODUCTS CORP., as the current
administrative agent

By:  _____
Name: _____
Title: _____
JOANNA ANDERSON
AUTHORIZED SIGNATORY


ACKNOWLEDGED AND AGREED:

ACCRETIVE SOLUTIONS, INC.

By: 
Name: Mike G. Reinecke
Title: EVP


ACCRETIVE SOLUTIONS-DALLAS, LP

By: **Accretive Solutions-Texas, Inc., its general partner**

By: 
Name: Mike G. Reinecke
Title: EVP


ACCRETIVE SOLUTIONS-HOUSTON, LP

By: **Accretive Solutions-Texas, Inc., its general partner**

By: 
Name: Mike G. Reinecke
Title: EVP

**SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademarks	Filing Date	Country/ State	Registration No.
Accretive Solutions, Inc.	ACCRETIVE	1/23/2001	U.S.	2,798,340
Accretive Solutions, Inc.	ACCRETIVE SOLUTIONS	10/02/2000	U.S.	2,747,885
Accretive Solutions, Inc.	HORN WALLACE COLE	01/23/2001	U.S.	2,594,065
Accretive Solutions, Inc.	HORN MURDOCK COLE	01/23/2001	U.S.	2,584,877
Accretive Solutions, Inc.	DICKSON ALLAN	06/26/2001	U.S.	2,727,890
Accretive Solutions-Houston, LP	STRATEGIC STAFFING	5/27/1997	Texas	56742
Accretive Solutions-Houston, LP	 STRATEGIC STAFFING	5/27/1997	Texas	56743
Accretive Solutions-Dallas, LP	THE EXPERIENCE YOU WANT. THE RESULTS YOU NEED.	9/16/1999	U.S.	2,371,193