

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNIFORCE SERVICES, INC.		12/28/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	340 Madison Avenue		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10173		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3251719	UNIFORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(416)865-7380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	416.865.7529		
<b>Email:</b>	jgilman@torys.com		
<b>Correspondent Name:</b>	Torys LLP c/o Jason Gilman		
<b>Address Line 1:</b>	79 Wellington Street West		
<b>Address Line 2:</b>	Suite 3000, P.O. Box 270		
<b>Address Line 4:</b>	Toronto, CANADA M5K 1N2		
<b>ATTORNEY DOCKET NUMBER:</b>	22764-2009		
<b>NAME OF SUBMITTER:</b>	Jason L. Gilman		
<b>Signature:</b>	/Jason L. Gilman/		

OP \$40.00 3251719

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**TRADEMARK**  
 REEL: 004532 FRAME: 0205

Date:

05/02/2011

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 28, 2010 is between Uniforce Services, Inc., a New York 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). 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 A annexed hereto;

WHEREAS, COMFORCE Operating, Inc., the parties listed on Exhibit A attached hereto, certain lenders (the "Lenders") and Grantee are parties to a Second 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

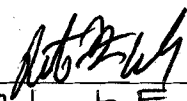
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated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

UNIFORCE SERVICES, INC.

By:   
Name: Robert F. Ende  
Title: President & CFO

Acknowledged:  
PNC Bank, National Association,  
as Administrative Agent

By *Glenn D. Kretzer*  
Name: *Glenn D. Kretzer*  
Title: *Vice President*

**EXHIBIT A**

**Borrowers:**

CTS GLOBAL, INC.  
COMFORCE INFORMATION TECHNOLOGIES, INC.  
COMFORCE OPERATING, INC.  
COMFORCE TECHNICAL SERVICES, INC.  
COMFORCE TELECOM, INC.  
PRO UNLIMITED, INC.  
PRO UNLIMITED MPS, INC.  
SUMTEC CORPORATION  
TEMPORARY HELP INDUSTRY SERVICING COMPANY,  
INC.  
THISCO OF CANADA, INC.  
UNIFORCE SERVICES, INC.  
UNIFORCE STAFFING SERVICES, INC.

Schedule A to Trademark Security Agreement

TRADEMARK	REGISTRATION NO./DATE
UNIFORCE	3,251,719 (June 12, 2007)

11647711.3  
22764-2009

RECORDED: 05/02/2011

TRADEMARK  
REEL: 004532 FRAME: 0212