

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																			
NATURE OF CONVEYANCE:	SECURITY INTEREST																																			
CONVEYING PARTY DATA																																				
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Employment Solutions Management, Inc.</td> <td></td> <td>05/18/2011</td> <td>CORPORATION: GEORGIA</td> </tr> <tr> <td>Staffing Solutions Southeast, Inc.</td> <td></td> <td>05/18/2011</td> <td>CORPORATION: GEORGIA</td> </tr> <tr> <td>Staffing Solutions Southwest, Inc.</td> <td></td> <td>05/18/2011</td> <td>CORPORATION: GEORGIA</td> </tr> <tr> <td>Professional Drivers of Georgia, Inc.</td> <td></td> <td>05/18/2011</td> <td>CORPORATION: GEORGIA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Employment Solutions Management, Inc.		05/18/2011	CORPORATION: GEORGIA	Staffing Solutions Southeast, Inc.		05/18/2011	CORPORATION: GEORGIA	Staffing Solutions Southwest, Inc.		05/18/2011	CORPORATION: GEORGIA	Professional Drivers of Georgia, Inc.		05/18/2011	CORPORATION: GEORGIA																
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RECEIVING PARTY DATA																																				
Name:	SunTrust Bank, as Administrative Agent																																			
Street Address:	303 Peachtree Street																																			
City:	Atlanta																																			
State/Country:	GEORGIA																																			
Postal Code:	30308																																			
Entity Type:	CORPORATION: GEORGIA																																			
PROPERTY NUMBERS Total: 15																																				
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TRADEMARK
 REEL: 004548 FRAME: 0034

Registration Number:	3338485	RESOURCE ACCOUNTING
Registration Number:	1950471	RESOURCEMFG
Registration Number:	2001252	RESOURCEMFG
Registration Number:	1816089	STAFFING SOLUTIONS
Registration Number:	2591862	VALUE IN PARTNERING

CORRESPONDENCE DATA

Fax Number: (404)572-5128

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990-015897
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NAME OF SUBMITTER:	Susan Lake
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Signature:	/Susan Lake/
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Date:	05/25/2011
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Total Attachments: 8

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2011 (this "Security Agreement"), is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of May 23, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among MS EB ACQUISITION, INC., a Delaware corporation (the "Borrower"), MS EB PARENT, INC., a Delaware corporation ("Holdings"), the lenders from time to time parties thereto, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest

in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than a Subsidiary of Holdings so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Conflict between Agreements. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


EMPLOYMENT SOLUTIONS
MANAGEMENT, INC.,
as Grantor

By: 
Name: Shawn Pook
Title: EVP / CFO


STAFFING SOLUTIONS SOUTHEAST,
INC., as Grantor

By: 
Name: Shawn Pook
Title: EVP / CFO

STAFFING SOLUTIONS SOUTHWEST,
INC., as Grantor

By: 
Name: Shawn Pook
Title: EVP / CFO

PROFESSIONAL DRIVERS OF
GEORGIA, INC., as Grantor

By: 
Name: Shawn Pook
Title: EVP / CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004548 FRAME: 0039

ACCEPTED AND AGREED

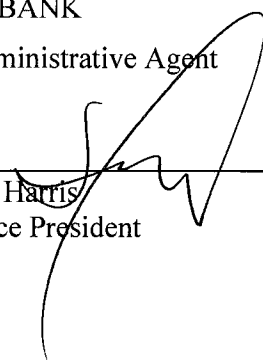
as of the day first above written:

SUNTRUST BANK

as Administrative Agent

By: _____

Sherry D. Harris
Senior Vice President



Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004548 FRAME: 0040

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Section 8.

MARK	OWNER	FILING DATE	SERIAL NUMBER	REG. DATE	REG. NUMBER	CLASS: GOODS/SERVICES	NEXT ACTION	DUE DATE
EMPLOYBRIDGE	Employment Solutions Management, Inc.	01/22/2001	76/197,623	07/16/2002	2,595,816	35: Employee placement, staffing and recruiting services	Renewal	07/16/2012
EMPLOYBRIDGE & Design	Employment Solutions Management, Inc.	02/08/2001	76/207,511	07/16/2002	2,595,844	35: Employee placement, staffing and recruiting services	Renewal	07/16/2012
MEDICALSOLUTIONS	Staffing Solutions Southeast, Inc.	07/09/1996	75/131,529	04/14/1998	2,151,346	35: Employment agency services for the health care industry	Renewal	04/14/2018
MISCELLANEOUS DESIGN (Staffing Solutions Triangle Design)	Staffing Solutions Southwest, Inc.	09/11/1995	74/727,245	09/17/1996	2,001,255	35: Providing temporary and permanent employment agency services for administrative and production support	Renewal	09/17/2016
MISCELLANEOUS DESIGN (Telesource, Triangle Design)	Employment Solutions Management, Inc.	06/20/1996	75/122,958	01/13/1998	2,128,258	35: Providing temporary and permanent employment agency services	Renewal	01/13/2018
PERSONNEL ONE & Design	Employment Solutions Management, Inc.	01/19/2007	77/087,156	09/25/2007	3,296,876	35: Providing placement and staffing services in the field of skilled office support staff	Section 8 Affidavit of Use	09/25/2013

MARK	OWNER	FILING DATE	SERIAL NUMBER	REG. DATE	REG. NUMBER	CLASS: GOODS/SERVICES	NEXT ACTION	DUE DATE
PRODRIEVERS	Professional Drivers of Georgia, Inc.	11/07/1995	75/015,713	05/13/1997	2,062,248	35: Providing temporary employment agency services, namely truck drivers, heavy equipment operators and transportation related employees	Renewal	05/13/2017
PRODRIEVERS ADVANTAGE	Professional Drivers of Georgia, Inc.	09/12/2002	76/449,333	03/09/2004	2,821,674	35: Employee leasing services, namely leasing of truck drivers, heavy equipment operators and other transportation-related employees	Renewal	03/09/2014
PRODRIEVERS ADVANTAGE & Design	Professional Drivers of Georgia, Inc.	08/20/2002	76/441,726	03/09/2004	2,821,668	35: Employee leasing services, namely leasing of truck drivers, heavy equipment operators and other transportation-related employees	Renewal	03/09/2014
PROLOGISTIX	Staffing Solutions Southwest, Inc.	10/03/2000	78/028,751	06/11/2002	2,578,757	35: Temporary and permanent employment placement services	Renewal	06/11/2012
RESOURCE ACCOUNTING & Design	Employment Solutions Management, Inc.	01/19/2007	77/087,172	11/20/2007	3,338,485	35: Providing placement and staffing services in the field of accounting and finance.	Section 8 Affidavit of Use	11/20/2013
RESOURCEMFG	Staffing Solutions Southwest, Inc.	08/04/1994	74/557,469	01/23/1996	1,950,471	35: Providing temporary employment services	Renewal	01/23/2016
RESOURCEMFG & Design	Staffing Solutions Southwest, Inc.	09/11/1995	74/727,237	09/17/1996	2,001,252	35: Providing temporary and permanent employment agency services in the machine tool manufacturing industry	Renewal	09/17/2016

MARK	OWNER	FILING DATE	SERIAL NUMBER	REG. DATE	REG. NUMBER	CLASS: GOODS/SERVICES	NEXT ACTION	DUE DATE
STAFFING SOLUTIONS	Staffing Solutions Southwest, Inc.	09/10/1990	74/095,017	01/11/1994	1,816,089	35: Employment agency services	Renewal	01/11/2014
VALUE IN PARTNERING	Staffing Solutions Southwest, Inc.	02/10/1998	75/433,691	07/09/2002	2,591,862	35: Temporary and permanent employment placement services	Renewal	07/09/2012

2. TRADEMARK APPLICATIONS

Section 9. None.

3. TRADEMARK LICENSES

Section 10. None.