

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RoadLink Workforce Solutions, L.L.C.	FORMERLY RoadLink Staffworks, LLC	09/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3182698	STAFFWORKS DEDICATED LOGISTICS SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R Kastner, c/o/ Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		
Signature:	/lk/		
Date:	09/09/2011		

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Total Attachments: 5

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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of September 9, 2011, is entered into between RoadLink Workforce Solutions, L.L.C. (f/k/a RoadLink Staffworks, LLC), a Delaware limited liability company ("Grantor"), and General Electric Capital Corporation, as Administrative Agent ("Agent"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of May 16, 2007, (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on July 10, 2007 at Reel 003577, Frame 0043 and which granted Agent a Lien on and security interest in, all of Grantor's right, title and interest in, to and under the Trademark Collateral listed on Schedule I hereto.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the change of name of Grantor from RoadLink Staffworks, LLC to RoadLink Workforce Solutions, L.L.C.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. The name of the Grantor is hereby amended to reflect RoadLink Workforce Solutions, L.L.C.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Agreement.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

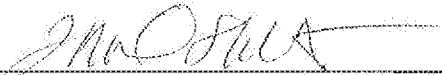
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ROADLINK WORKFORCE SOLUTIONS, L.L.C., a
Delaware limited liability company

By: 
Name: Mike Shelton
Title: President

[Amendment No. 1 to Trademark Security Agreement]

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GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: Ashley G. Medio
Name: Ashley G. Medio
Title: Duly Authorized Signatory

SCHEDULE I
to
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Staffworks Dedicated Logistics Services	3182698	12/12/2006

B. TRADEMARK APPLICATIONS

N/A

C. IP LICENSES

N/A