

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roadlink Workforce Solutions, L.L.C.		07/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Second Lien Collateral Agent		
Street Address:	Attn: Project Finance/Roadlink 2nd Lien Facility		
Internal Address:	60 Wall Street, 27th Fl. MS NYC60-2710		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3182698	STAFFWORKS DEDICATED LOGISTICS SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3182698		
NAME OF SUBMITTER:	Rachelle A. Dubow		

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Signature:	/rachelle dubow/
Date:	09/12/2011
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2011 (the "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (the "Grantor"), in favor of Deutsche Bank Trust Company of Americas, as Second Lien Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Collateral Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 20, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ROADLINK USA, INC., a Delaware corporation (the "Borrower"), certain of Borrower's Affiliates, the Lenders from time to time party thereto, the Agent and the Second Lien Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain Guaranty and Security Agreement, dated as of April 20, 2007 (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 for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Second Lien Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to the Second Lien Collateral 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 of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Section 3.      Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the security interest granted to the Second Lien Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are (i) subject to the terms and conditions of the Intercreditor Agreement and (ii) 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, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5.      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 6.      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.

*{Remainder of Page Intentionally Left Blank; Signature Page Follows}*

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,

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

By:   
Name: Mike Shelton  
Title: Authorized Signatory

ACCEPTED AND AGREED  
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Second Lien Collateral Agent

By: Deutsche Bank National Trust Company

By: Ehe  
Name: Estelle Lawrence  
Title: Vice President

By: Elizabeth Baldyga  
Name: Elizabeth Baldyga  
Title: Associate

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

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