

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-------------------------------------|
| Snelling Staffing, LLC | | 02/23/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Wells Fargo Bank, National Association |
| Street Address: | 110 East Broward Boulevard, Suite 1100 |
| City: | Ft. Lauderdale |
| State/Country: | FLORIDA |
| Postal Code: | 33301 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 3330141 | ITHRIVE |
| Registration Number: | 2263753 | THE RIGHT FIT IS EVERYTHING |
| Registration Number: | 3330166 | S |
| Registration Number: | 1755978 | SNELLING |
| Registration Number: | 2185965 | SNELLINGSEARCH |
| Registration Number: | 3031064 | SNELLING SELECT |
| Registration Number: | 1339448 | SNELLING TEMPORARIES |
| Registration Number: | 3207212 | THRIVE |
| Registration Number: | 3781479 | THRIVE AMERICA! |
| Registration Number: | 3376752 | PRIORITY-DRIVEN RESULTS |
| Registration Number: | 2500034 | THINK SNELLING |
| Registration Number: | 0717313 | SNELLING AND SNELLING |

CORRESPONDENCE DATA

CH \$315.00 3330141

Fax Number: (610)640-1965
Phone: 6106405800
Email: ipdocketing@stradley.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Kevin W. Goldstein
Address Line 1: 30 Valley Stream Parkway
Address Line 4: Malvern, PENNSYLVANIA 19355

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 185535-0010 |
| NAME OF SUBMITTER: | Kevin W. Goldstein |
| Signature: | /kevin goldstein/ |
| Date: | 02/23/2012 |

Total Attachments: 17

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated February 23, 2012, is by and between SNELLING STAFFING, LLC, a Delaware limited liability company (“**Debtor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a “**Lender**” and collectively, the “**Lenders**”) have entered into or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to certain affiliates of Debtor (collectively, “**Borrowers**”) as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “**Loan Agreement**”) and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the “**Financing Agreements**”); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor (i) will execute and deliver in favor of Agent and Lenders a Guarantee dated as of the date hereof, pursuant to which Debtor will act as guarantor and surety for the Obligations (as defined in the Loan Agreement) and (ii) has agreed to grant to Agent certain collateral security as set forth herein and in the other Financing Agreements;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties, as such term is defined in the Loan Agreement) a continuing security interest in and a general lien upon the following (being collectively referred to herein as the “**Collateral**”): (a) all of Debtor’s now existing or hereafter acquired right, title and interest in and to: (i) all of Debtor’s trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including,

without limitation, the trademarks, terms, designs and applications described in **Exhibit A** hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. **Obligations Secured.** The security interest and lien granted to Agent, for itself and the benefit of Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. **Representations, Warranties and Covenants.** Debtor hereby represents, warrants and covenants with and to Agent and Secured Parties the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, except as provided herein. Debtor has the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of such Collateral as is reasonably used in Debtor's business. Debtor covenants that it will not abandon nor fail to complete any action necessary to maintain the existence of the Collateral, including, without limitation, the payment of any maintenance fee or annuity due and payable on any Collateral, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent (i) written notice to allow Agent or any Secured Party to timely pay any such maintenance fees or annuities which may become due on any Collateral or to file any affidavit or renewal with respect thereto, not less than thirty (30) days prior to the due date therefor, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities or to file such affidavit or renewal, should such be necessary or desirable. All such maintenance fees or annuity payments made by Agent or any Secured Party shall become part of the Obligations. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under **Section 3(b)** below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except (i) as permitted herein or in the other Financing Agreements and (ii) licenses granted to franchisees in the ordinary course of Debtor's business (including, without

limitation, the licenses set forth on Exhibit B attached hereto). Nothing in this Agreement shall be deemed a consent by Agent to any such action, except as such action is expressly permitted hereunder.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, or corresponding government offices in countries other than the United States of America.

(d) As of the date hereof, all of the Trademarks are listed on Exhibit A hereto and Debtor has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto and other than those that have terminated prior to the date hereof.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(f) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder within any applicable grace or cure period to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable, documented and out-of-pocket attorneys' fees and reasonable and documented legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) If, after the date hereof, Debtor shall (i) obtain any trademark, including any reissue, division, continuation, continuation-in-part, or extension of any trademark, file any trademark application, including any application for reissue or extension of any trademark, or any divisional, continuation, or continuation-in-part application in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in such Trademark in favor of Agent.

(h) Debtor has not failed to pay any maintenance fee or annuity due and payable on any Trademark, nor failed to file any required affidavit or renewal in support thereof, and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided or avoidable, except that so long as no Default or Event of Default shall exist or have occurred and be continuing, Debtor may abandon any Trademark that is

not used in connection with the manufacture, sale or distribution of any inventory of Debtor or any of its affiliates and is not otherwise material to the operations of Debtor or its affiliates and that is not being used by Debtor or any of its affiliates and is otherwise deemed by Debtor in the exercise of its reasonable business judgment to be no longer useful or of any material economic value. Debtor shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided or avoidable.

(i) Debtor shall render any assistance, as Agent shall determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Trademarks or the benefits of this Agreement granted to Agent and Secured Parties, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes upon any Trademarks or is likely to cause confusion with any Trademark. If requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's and Secured Parties' interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks.

(l) Debtor shall promptly pay Agent and each Secured Party for any and all expenditures made by Agent or such Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable, documented and out-of-pocket attorneys' fees and reasonable and documented legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Events of Default. The occurrence or existence of any Event of Default under the Loan Agreement or any of the other Financing Agreements is referred to herein individually as an "**Event of Default**" and collectively as "**Events of Default**".

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be

exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in **Section 3(f)** hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all reasonable and documented costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable, documented and out-of-pocket attorneys' fees and reasonable and documented legal expenses. Debtor agrees neither Agent nor any of the Secured Parties has any obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the reasonable and documented costs and expenses thereof, including, without limitation, reasonable, documented and out-of-pocket attorneys' fees and all reasonable and documented legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its discretion determine. Debtor shall remain liable to Agent and each Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services to which the Trademarks relate and other records relating to the Trademarks and the distribution thereof, whether held by way of license or otherwise.

(g) Nothing contained herein shall be construed as requiring Agent or any Secured Party to take any such action at any time. All of Agent's and each Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or , concurrently as Agent or such Secured Party may deem expedient. No failure or delay on the part of Agent or any Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter-arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear and answer such process, by failing to do so, Debtor shall be deemed in default and judgment may be entered by Agent against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND AGENT EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OTHER SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY

COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and any of the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or such Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or any of the other Secured Parties. In any such litigation, Agent and each Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and shall be deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Snelling Staffing, LLC
4055 Valley View Drive, Suite 700
Dallas, TX 75244
Attention: General Counsel
Telephone No.: (972) 776-1490
Telecopy No.: (972) 383-3853

with a copy to:

Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
3800 Lincoln Plaza
Dallas, Texas 75201
Attention: Allen Dickey, Esquire
Telephone No.: (214) 855-7652
Telecopy No.: (214) 978-4320

If to Agent:

Wells Fargo Bank, National Association
110 East Broward Boulevard, Suite 1100
Ft. Lauderdale, FL 33301
Attention: Gerard A. Gabriele, SVP
Telephone No.: (954) 761-4022
Telecopy No.: (954) 761-4202

with a copy to:

Stradley Ronon Stevens & Young, LLP
2600 One Commerce Square
Philadelphia, PA 19103
Attention: Gary Scharnett, Esquire
Telephone No.: (215) 564-8046
Telecopy No.: (215) 564-8120

(b) Agent and Debtor may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided, that, approval of such procedures may be limited to particular notices or communications. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any of the Secured Parties pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(f) hereof. All references to the term "**Person**" or "**Persons**" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Loan Agreement.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an

authorized officer of Agent. Neither Agent, nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

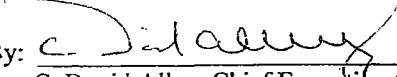
(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

8. Agent Fees and Expenses. Agent hereby agrees that fees and expenses for Agent's services shall be billed to the applicable Person in a manner consistent with the usual and customary historical practices between Agent and Patriarch.

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IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

SNELLING STAFFING, LLC

By: 
C. David Allen, Chief Executive Officer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

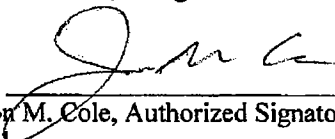
By: _____
Jason M. Cole, Authorized Signatory

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

SNELLING STAFFING, LLC

By: _____
C. David Allen, Chief Executive Officer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

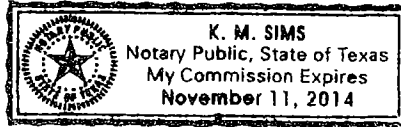
By:  _____
Jason M. Cole, Authorized Signatory

STATE OF Texas)
COUNTY OF Dallas) ss.

On the _____ day of February, 2012, before me personally came C. David Allen to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Chief Executive Officer of SNELLING STAFFING, LLC, which executed the foregoing instrument and that he signed his name thereto by signing the name of the corporation.

K.M. Sims

Notary Public



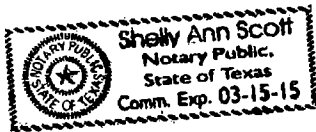
1547140

STATE OF Texas)
)
COUNTY OF Dallas)

ss.

On the 21st day of February, 2012, before me personally came Jason M. Cole to me known, who being by me duly sworn, did depose, acknowledge and say that he is an Authorized Signatory of **Wells Fargo Bank, National Association**, which executed the foregoing instrument by signing the name of the limited liability company.

Shelly Scott
Notary Public



1547140

TRADEMARK
REEL: 004723 FRAME: 0363

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

List of Trademarks and Trademark Applications

Trademarks

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|--|----------------------------|--------------------------|---|
| iThrive | 3,330,141 | 11/06/07 | 11/06/17 |
| The Right Fit is Everything | 2,263,753 | 7/20/99 | 07/20/19 |
| S and Diamond Design (color) (this is the Snelling Logo) | 3,330,166 | 11/06/07 | 03/02/13 |
| Snelling | 1,755,978 | 3/2/93 | 03/02/13 |
| SnellingSearch | 2,185,965 | 9/1/98 | 09/01/18 |
| Snelling Select | 3,031,064 | 12/20/05 | 12/20/15 |
| Snelling Temporaries | 1,339,448 | 6/4/85 | 06/04/15 |
| Thrive | 3,207,212 | 2/13/07 | 2/13/17 |
| Thrive America! | 3,781,479 | 4/27/10 | 04/27/20 |
| Priority Driven Results | 3,376,752 | 2/5/08 | 2/5/18 |
| Think Snelling (Design) | 2,500,034 | 10/23/2001 | 10/23/2011 (can pay renewal up to 10/23/2012) |
| Snelling and Snelling | 0,717,313 | 6/20/1961 | 6/20/2011 (can pay renewal up to 6/20/2012) |
| FOREIGN | | | |
| Snelling and Snelling (Canada) | 153,650 | 10/13/67 | 10/13/12 |
| Snelling (Canada) | 441,188 | 03/31/95 | 03/31/25 |
| SnellingSearch (Canada) | 570,379 | 11/6/02 | 11/6/17 |
| Snelling Temporaries (Canada) | 457,212 | 5/17/96 | 5/17/26 |

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|--|----------------------------|--|------------------------|
| S and Diamond Design (Canada) | 608,057 | 4/20/04 | 4/20/19 |
| Snelling (European Community- Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, & United Kingdom) | 000586644 | 6/02/97 – filing period starts 03/30/99 – actual registration | 6/2/2017 |
| Snelling (Mexico) | 487690 | 4/20/95 | 2/18/12 |
| Snelling Logo (Puerto Rico Class 35) | 48,582 | 12/27/00 | 12/27/20 |
| Snelling Logo (Puerto Rico Class 41) | 48,581 | 12/27/00 | 12/27/20 |
| Snelling (Romania) | 19567 | 02/27/1996 | 7/7/12 |

Trademark Applications

None.

**EXHIBIT B
TO
TRADEMARK SECURITY AGREEMENT**

List of Licenses

All franchisees of Debtor and Snelling Employment, LLC, have a license to use certain of the Trademarks listed on Exhibit A hereto.

