

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QQUEST SOFTWARE SYSTEMS, INC.		12/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 Grove Street
Internal Address:	Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3902758	EXCEPTIONAL PAYROLL. RADICAL SERVICE.
Registration Number:	1981412	ETC
Registration Number:	3918278	EMPLOYEE WINDOW
Registration Number:	2082704	QQUEST
Registration Number:	3932158	QQUEST PEOPLE SERVICES
Registration Number:	2778738	TIMEFORCE
Serial Number:	85438157	QFORCE

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: tfahey@nationalcorp.com

OP \$190.00 3902758

Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F142665
NAME OF SUBMITTER:	Lisa A. Cobbet
Signature:	/Lisa A. Cobbett/
Date:	12/17/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 14, 2012, is entered into by and among the Grantors listed on the signature page hereto (each and collectively, the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of August 8, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain of the Grantor's affiliates, and (ii) that certain Credit Agreement, dated as of August 8, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, the Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Eugene Wong
Title: Vice President

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Michael Fell
Email: mfell@svb.com

GRANTOR:

QQUEST SOFTWARE SYSTEMS, INC.,
as Grantor

By: 

Name: Gary Trainor

Title: President and Chief Executive Officer

Address of Grantor:

QQuest Software Systems, Inc.
7028 Kearny Drive
Huntington Beach, CA 92648
Attention: Dean Jacobson
Email: dean@accel-kkr.com

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004920 FRAME: 0447

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
EXCEPTIONAL PAYROLL. RADICAL SERVICE.	U.S.	Reg. # 3902758	1/11/2011
ETC [Word & Design]	U.S.	Reg. # 1981412	6/18/1996
EMPLOYEE WINDOW	U.S.	Reg. # 3918278 [Supplemental]	2/8/2011
QQUEST [Word & Design]	Mexico	Reg. # 1218832	5/25/2011
QQUEST	U.S.	Reg. # 2082704	7/29/1997
QQUEST People Services	U.S.	Reg. # 3932158	3/15/2011
TIMEFORCE	Canada	Reg. # TMA812105	11/18/2011
TIMEFORCE	U.S.	Reg. # 2778738	10/28/2003
QQUEST [Stylized Letters]	U.S.; Utah only	Reg. # 34389	Nonrenewed

Applications of Registration of Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
QFORCE	Mexico	Appl. # 1266545	4/17/2012
TIMEFORCE POWERED BY QQUEST	Mexico	Appl. # 1103938	1/5/2011
QFORCE	Canada	Appl. # 157226700	4/10/2012
QFORCE	U.S.	Appl. # 85438157	10/3/2011
QFORCE	Mexico	Appl. # 1266545	04/17/2012
QQUEST	Canada	Appl. # 148216400	5/21/2010

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