

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Second Lien Trademark Security Agreement (Duplicate Agreement) by voiding the Duplicate Agreement and security interest. previously recorded on Reel 004622 Frame 0456. Assignor(s) hereby confirms the Second Lien Trademark Security Agreement.																
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>RoadLink Workforce Solutions, L.L.C.</td> <td></td> <td>07/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	RoadLink Workforce Solutions, L.L.C.		07/21/2011	LIMITED LIABILITY COMPANY: DELAWARE						
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<table border="1"> <tr> <td>Name:</td> <td>Deutsche Bank Trust Company Americas, as Second Lien Collateral Agent</td> </tr> <tr> <td>Street Address:</td> <td>Attn: Project Finance/RoadLink 2nd Lien Facility</td> </tr> <tr> <td>Internal Address:</td> <td>60 Wall Street, 27th Fl. MS NYC60-2710</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10005</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: NEW YORK</td> </tr> </table>				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
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Registration Number:	3182698	STAFFWORKS DEDICATED LOGISTICS SERVICES															
CORRESPONDENCE DATA																	
Fax Number: 2125935955 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: (212) 756-2494 Email: watt.wanapha@srz.com Correspondent Name: Watt Wanapha Address Line 1: Schulte Roth & Zabel, 919 Third Avenue Address Line 4: New York, NEW YORK 10022																	
ATTORNEY DOCKET NUMBER:	014951.1362																

CH \$40.00 3182698

NAME OF SUBMITTER:	Watt Wanapha
Signature:	/RS for WW/
Date:	12/31/2012
<b>Total Attachments: 5</b> source=RoadLink Corrective#page1.tif source=RoadLink Corrective#page2.tif source=RoadLink Corrective#page3.tif source=RoadLink Corrective#page4.tif source=RoadLink Corrective#page5.tif	

## CORRECTIVE NUNC PRO TUNC ASSIGNMENT

THIS CORRECTIVE NUNC PRO TUNC ASSIGNMENT (the "Corrective Assignment") is made, and effective as of the date indicated below, to the Duplicate Second Lien Trademark Security Agreement (as defined below), recorded with the United States Patent and Trademark Office ("PTO") on September 14, 2011 at Reel 004622, Frame 0456 by Deutsche Bank Trust Company Americas ("Successor Agent").

WHEREAS, General Electric Capital Corporation ("Former Agent") and RoadLink Workforce Solutions, L.L.C. (f/k/a RoadLink Staffworks, LLC) ("Borrower"), entered into that certain Trademark Security Agreement, dated May 16, 2007, which was recorded with the PTO on July 10, 2007, at Reel 003577, Frame 0118 (the "Original Second Lien Trademark Security Agreement");

WHEREAS, pursuant to the Original Second Lien Trademark Security Agreement, Borrower granted Former Agent a security interest in the Trademark Collateral (as defined in the Original Second Lien Trademark Security Agreement) of Borrower, including, without limitation, the Trademark Collateral listed on Schedule A attached hereto as security for certain obligations of Borrower to Former Agent;

WHEREAS, the Former Agent assigned all of its rights in and to the Trademark Collateral under the Original Second Lien Trademark Security Agreement to Successor Agent pursuant to that certain Agency Assignment and Acceptance, dated as of July 21, 2011 (the "Agency Assignment");

WHEREAS, the Second Lien Trademark Security Agreement dated as of July 21, 2011 (the "Duplicate Second Lien Trademark Agreement") was incorrectly recorded against the Trademark Collateral at the PTO at Reel 004622, Frame 0456 on September 14, 2011; and

WHEREAS, Successor Agent wishes to treat the Duplicate Second Lien Trademark Agreement as null and void with respect to the Trademark Collateral and provide a document suitable for recording in the PTO for purposes of correcting the record ownership of the Trademark Collateral at the PTO to reflect the assignment of the Trademark Collateral from Former Agent to Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Agent agrees that the Duplicate Second Lien Trademark Security Agreement is void ab initio with respect to the Trademark Collateral and Successor Agent hereby accepts the assignment from Former Agent pursuant to the Agency Assignment, nunc pro tunc as of July 1, 2011, all of Former Agent's right, title and interest, if any, throughout the world in perpetuity, including common law rights, in and to the Trademark Collateral, together with the goodwill associated therewith and the entire business and/or portion thereof to which the Trademark Collateral pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademark Collateral.

IN WITNESS WHEREOF, Successor Agent has caused this Corrective Assignment to be duly executed as of December 31, 2012.

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Second Lien Collateral Agent

By: Deutsche Bank National Trust Company

By:   
Name: \_\_\_\_\_  
Title: Michael A Dunlaevy  
Director

By:   
Name: \_\_\_\_\_  
Title: Estelle Lawrence  
Vice President

[Signature Page to GE DBTCA Corrective Assignment]

**SCHEDULE A**

**Trademark Registrations**

A. REGISTERED TRADEMARKS

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

B. TRADEMARK APPLICATIONS

N/A

C. IP LICENSES

N/A

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CONVEYING PARTY DATA			
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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		

OP \$40.00 3182698

900202057

TRADEMARK  
 REEL: 004622 FRAME: 0456

TRADEMARK  
 REEL: 004933 FRAME: 0904

Signature:	/rachelle dubow/
Date:	09/12/2011
Total Attachments: 5 source=74504338#page1.tif source=74504338#page2.tif source=74504338#page3.tif source=74504338#page4.tif source=74504338#page5.tif	

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REEL: 004622 FRAME: 0457

TRADEMARK  
REEL: 004933 FRAME: 0905

RECORDED: 12/31/2012