

03/13/2013



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RF 900243151 3-13-13

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIP CoAdvantage Holdings, Inc.		12/31/2012	CORPORATION: DELAWARE
CoAdvantage Resources 13, Inc.		12/31/2012	CORPORATION: FLORIDA
CoAdvantage Holdings Corporation		12/31/2012	CORPORATION: DELAWARE
CoAdvantage Resources, Inc.		12/31/2012	CORPORATION: FLORIDA
Odyssey One Source, Inc.		12/31/2012	CORPORATION: TEXAS
One Source Benefit Solutions, Inc.		12/31/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2873380	COADVANTAGE
Registration Number:	3275287	O
Registration Number:	3320247	O
Registration Number:	1976090	NELCO
Registration Number:	2079423	NELCO
Registration Number:	3191687	RESOURCES FOR HUMANS. SOLUTIONS FOR BUSINESS.
Registration Number:	3250479	ODYSSEY ONESOURCE
Registration Number:	3138315	
Registration Number:	3251124	ONESOURCE BENEFIT SOLUTIONS

CORRESPONDENCE DATA

OP \$240.00 2873380

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of this 31st day of December, 2012 by CIP COADVANTAGE HOLDINGS, INC. a Delaware corporation, COADVANTAGE RESOURCES 13, INC. a Florida corporation, COADVANTAGE HOLDINGS CORPORATION a Delaware corporation, COADVANTAGE RESOURCES, INC. a Florida corporation, ODYSSEY ONE SOURCE, INC. a Texas corporation, and ONE SOURCE BENEFIT SOLUTIONS, INC. a Texas corporation (each individually a "**Grantor**", and collectively "**Grantors**") in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

WITNESSETH

WHEREAS, CoAdvantage Corporation, a Delaware corporation ("**Borrower**") and the lenders party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of Borrower (collectively, the "**Loans**").

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Grantee, for the benefit of Grantee and the Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof among Grantee, Grantors and certain Affiliates of Grantors (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, pursuant to the terms the Guarantee and Collateral Agreement, each Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of each Grantor, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business associated with each Grantor's Trademarks, and all products and proceeds thereof, to secure the Loans and all of the other Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference

thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of all of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and


(ii) all products and proceeds of the foregoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.


4. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

ODYSSEY ONE SOURCE, INC.

By: 
Name: Mike Maseda
Title: Senior Vice President


ONESOURCE BENEFIT SOLUTIONS, INC.

By: 
Name: Mike Maseda
Title: Senior Vice President

Signature Page to Trademark Security Agreement





Agreed and Accepted As of the Date First
Written Above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: Kevin C. Bolash
Title: SVP

Signature Page to Trademark Security Agreement

SCHEDULE A
TRADEMARK REGISTRATIONS

Mark	Reg. No.	Owner
COADVANTAGE	2873380	CoAdvantage Resources, Inc. (f/k/a Co-Advantage Resources, Inc.)
 O Design-International Class 35	3275287	CoAdvantage Holdings Corporation (pursuant to Trademark Assignment dated as of September 30, 2010 by and between CoAdvantage Holdings, Inc. and CoAdvantage Holdings Corporation)
 O Design-International Class 36 & 45	3320247	CoAdvantage Holdings Corporation (pursuant to Trademark Assignment dated as of September 30, 2010 by and between CoAdvantage Holdings, Inc. and CoAdvantage Holdings Corporation)
NELCO	1976090	CoAdvantage Resources 13, Inc. (f/k/a National Employee Leasing Company, Inc.)
	2079423	CoAdvantage Resources 13, Inc. (f/k/a National Employee Leasing Company, Inc.)
RESOURCES FOR HUMANS. SOLUTIONS FOR BUSINESS.	3191687	CoAdvantage Holdings Corporation (pursuant to Trademark Assignment dated as of September 30, 2010 by and between CoAdvantage Holdings, Inc. and CoAdvantage Holdings Corporation)
ODYSSEY ONESOURCE	3250479	Odyssey One Source, Inc.
	3138315	Odyssey One Source, Inc.
ONESOURCE BENEFIT SOLUTIONS	3251124	One Source Benefit Solutions, Inc.

TRADEMARK APPLICATIONS

None.