

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INSYNC STAFFING LLC		03/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	Financial Institution: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4131342	INSYNC STAFFING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	215.569.5619		
<b>Email:</b>	williams-k@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye, Esquire		
<b>Address Line 1:</b>	130 N. 18th Street		
<b>Address Line 2:</b>	One Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-13012 PNC-ADDISON		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		

CH \$40.00 4131342

Signature:	/Timothy D. Pecsénye/
Date:	05/22/2013
Total Attachments: 6 source=PNC - InSync Staffing Trademark Security Agreement#page1.tif source=PNC - InSync Staffing Trademark Security Agreement#page2.tif source=PNC - InSync Staffing Trademark Security Agreement#page3.tif source=PNC - InSync Staffing Trademark Security Agreement#page4.tif source=PNC - InSync Staffing Trademark Security Agreement#page5.tif source=PNC - InSync Staffing Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26<sup>th</sup> day of March, 2013 by INSYNC STAFFING LLC, a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

### WITNESSETH

WHEREAS, Grantor, Addison Professional Financial Search LLC ("**Borrowing Agent**"), HireSynergy Acquisition LLC ("**Hiresynergy**"), Addison Search Ventures LLC ("**Addison Search**"), Titan Technology Group, LLC ("**Titan**"), Strategic Corporate Solutions, LLC ("**Strategic Solutions**"), Solas Staffing Solutions, LLC ("**Solas Staffing**"), Perspective Solutions Group LLC ("**Perspective Solutions**"), RSVP Acquisition LLC ("**RSVP Acquisition**"), and Addison Group Staffing Services, LLC ("**Addison Group**") (Grantor, Hiresynergy, Addison Search, Titan, Strategic Solutions, Solas Staffing, Perspective Solutions, RSVP Acquisition, and Addison Group, together with Borrowing Agent, each a "**Borrower**", and collectively "**Borrowers**"), the financial institutions party to the Credit Agreement (as defined below) from time to time (the "**Lenders**"), PNC Bank, National Association, as agent for the Lenders and as a Lender, have executed that certain Revolving Credit, Term Loan and Security Agreement dated July 28, 2011, by and among Borrowers, Lenders and Agent (as amended, restated, supplemented or otherwise modified from time to time, including by the Second Amendment, the "**Credit Agreement**").

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under 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, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the

“**Trademarks**”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks owned or registered to Grantor as of the date of this Agreement.

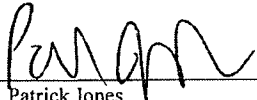
4. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

**[SIGNATURE TO APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**INSYNC STAFFING LLC**

By:   
Name: Patrick Jones  
Title: Vice President, Chief Financial Officer and Secretary

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SIGNATURE PAGE TO TRADEMARK  
SECURITY AGREEMENT)

**TRADEMARK**  
**REEL: 005033 FRAME: 0168**

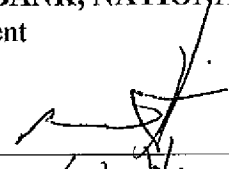
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**INSYNC STAFFING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:  \_\_\_\_\_  
Name: W. J. Hill \_\_\_\_\_  
Title: VP \_\_\_\_\_

(SIGNATURE PAGE TO TRADEMARK  
SECURITY AGREEMENT)

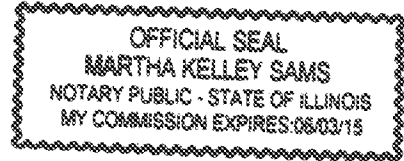
**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b><u>TRADEMARK</u></b>	<b><u>APPLICATION/ SERIAL NO.</u></b>	<b><u>APPLICATION DATE</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>
INSYNC STAFFING	85/398,749	8/16/2011	4,131,342	4/24/2012

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF IL : SS  
COUNTY OF Cook :



On this 27 of March, 2013, before me personally appeared Patrick Jones, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of InSync Staffing LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
Notary Public

My Commission Expires 6/3/15

