

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRIEDBERGMILSTEIN LLC, AS AGENT		04/07/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PROSPECT CAPITAL CORPORATION
Street Address:	10 East 40th Street, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2897871	PEOPLESCOUT
Registration Number:	2522924	PEOPLESCOUT
Registration Number:	2601306	RISKWISE
Registration Number:	3188845	SEATONCORP
Registration Number:	3100104	STAFF ALLIANCE
Registration Number:	3100103	STAFF FLEX
Registration Number:	3154479	STAFF LINK
Registration Number:	2893778	STAFF NAVIGATOR
Registration Number:	3042972	STAFF SITE
Registration Number:	3173115	STAFF SMX
Registration Number:	1835629	STAFFTRACK
Registration Number:	3420693	STUDENTSCOUT
Serial Number:	75439795	TIMETOUGH

OP \$340.00 2897871

**CORRESPONDENCE DATA**

Fax Number: 6175231231

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

Phone: 6175701000

Email: rthomas@goodwinprocter.com

Correspondent Name: Ryan E. Thomas

Address Line 1: Goodwin Procter LLP

Address Line 2: Exchange Place, 53 State Street

Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:	128162-219839
NAME OF SUBMITTER:	Ryan E. Thomas
Signature:	/Ryan E. Thomas/
Date:	09/25/2013

Total Attachments: 3

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## ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between FM Leveraged Capital Fund I (the "Assignor") and Prospect Capital Corporation (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Second Lien Term Loan and Security Agreement identified below (as amended, the "Loan Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by the Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: FM Leveraged Capital Fund I
2. Assignee: Prospect Capital Corporation
3. Borrower(s): SEATON CORP.  
PEOPLES-COUT, INC.  
SMX CORP.  
SEATON CORP. PUERTO RICO, INC.
4. Guarantor: STAFFING SOLUTIONS HOLDINGS, INC.
5. Agent: FriedbergMilstein LLC, as the agent under the Loan Agreement
6. Loan Agreement: The \$13,500,000 Second Lien Term Loan and Security Agreement dated as of September 14, 2006 among Staffing Solutions Holdings, Inc., Seaton Corp., PeopleScout, Inc., SMX Corp., Seaton Corp. Puerto Rico, Inc., the Lenders parties thereto, PNC Bank, National Association, as Agent, and the other parties thereto
7. Assigned interest:

Facility Assigned	Aggregate Amount of Term Loan for all Lenders	Amount of Term Loan Assigned	Percentage Assigned of Commitment/Loans
Term Loan	\$12,295,814.00	\$3,187,755.00	25.925530428%

Effective Date: April 7, 2010

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

FM Leveraged Capital Fund I

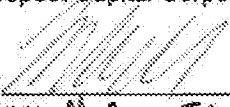
By: GSO / Blackstone Debt Funds Management LLC

as Subadviser to FriedbergMilstein LLC

By:   
Name: Daniel H. Smith  
Title: Authorized Signatory

ASSIGNEE

Prospect Capital Corporation

By:   
Name: M. Greer Eliasek  
Title: President & Chief operating officer

Notice Address:  
(See attached for admin details)

The terms set forth in this Assignment and Assumption are hereby agreed to:

STAFFING SOLUTIONS HOLDINGS, INC.

By Douglas M. Black  
Name: Douglas M. Black  
Title: C.F.O. and Treasurer

SEATON CORP.

By Douglas M. Black  
Name: Douglas M. Black  
Title: C.F.O. and Secretary

PEOPLESCOUT, INC.

By Douglas M. Black  
Name: Douglas M. Black  
Title: C.F.O. and Secretary

SMX CORP.

By Douglas M. Black  
Name: Douglas M. Black  
Title: C.F.O. and Secretary

SEATON CORP. PUERTO RICO, INC.

By Douglas M. Black  
Name: Douglas M. Black  
Title: C.F.O. and Secretary