

06-26-1998



100749200

OVER SHEET  
ONLY

JUN 11 1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

SNELLING AND SNELLING, INC.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation - State of Pennsylvania  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment                      ☐ Merger  
☒ Security Agreement              ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: April 10, 1998

## 2. Name and address of receiving party(ies):

Name: NATIONSBANK OF TEXAS, N.A.

Internal Address: \_\_\_\_\_

Street Address: 901 Main Street, 14th FloorCity: Dallas State: Texas ZIP: 75202-3714

- ☐ Individual(s) citizenship \_\_\_\_\_  
☒ Association a national banking association  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- ☐ Yes                      ☐ No  
 (Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/122,798  
75/344,004  
75/428,490

B. Trademark registration No.(s)

715,903	1,521,211
717,313	1,573,748
1,085,487	1,755,978
1,116,165	2,076,247
1,339,448	2,101,521

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: P. Weston Musselman, Jr.  
Jenkins & Gilchrist, P.C.

Internal Address: \_\_\_\_\_

Street Address: 1445 Ross Avenue, Ste. 3200City: Dallas State: Texas Zip: 75202-2799

## 6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41):

\$ 340.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

## 8. Deposit Account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

P. Weston Musselman, Jr.  
Name of Person Signing

P. Weston Musselman, Jr.  
Signature

6/5/98  
Date

Total number of pages comprising cover sheet: 7

MRD 6-11-98

Schedule 1  
to Trademark  
Security Agreement

Federal Trademarks

Owner of Record	Trademark	Serial No.	Filing Date
Snelling and Snelling, Inc.	Bryant Bureau	1116165	02/28/77
Snelling and Snelling, Inc.	Fort Snelling and Design	715903	03/09/60
Snelling and Snelling, Inc.	Helping Others Achieve The Success They Desire	1521211	05/13/88
Snelling and Snelling, Inc.	Hot Button	1085487	10/22/76
Snelling and Snelling, Inc.	I Want You & Design	1573748	01/23/89
Snelling and Snelling, Inc.	S and Diamond Design	2,076,247	07/01/97
Snelling and Snelling, Inc.	Snelling	1755978	09/17/90
Snelling and Snelling, Inc.	Snelling and Snelling	717313	01/08/60
Snelling and Snelling, Inc.	Snelling Temporaries	1339448	11/13/84
Snelling and Snelling, Inc.	Placed. Not Out of Place	2101521	9/30/97
Snelling and Snelling, Inc.	SnellingSearch	75344004	8/14/97
Snelling and Snelling, Inc.	XTRA Club	75122798	6/20/96
Snelling and Snelling, Inc.	The Right Fit is Everything	75428490	2/4/98

State Trademarks

Owner of Record	Trademark	State	Serial No.	Filing Date
Snelling and Snelling, Inc.	Bryant Bureau	Tennessee		06/20/78
Snelling and Snelling, Inc.	Bryant Bureau	Pennsylvania		06/19/78
Snelling and Snelling, Inc.	Bryant Bureau	Ohio	2,898	04/04/78
Snelling and Snelling, Inc.	Bryant Bureau	Massachusetts	28,722	07/03/78
Snelling and Snelling, Inc.	Snelling and Snelling	Arizona	20,454	09/30/76

## TRADEMARK SECURITY AGREEMENT

WHEREAS, **SNELLING AND SNELLING, INC.**, a Pennsylvania corporation ("Debtor"), owns certain Trademarks and Trademark Licenses;

WHEREAS, Debtor and **NATIONSBANK OF TEXAS, N.A.**, a national banking association (the "Secured Party"), are parties to that certain Pledge and Security Agreement dated as of April 10, 1998, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Agreement"; all terms defined in the Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Agreement);

WHEREAS, pursuant to the terms of the Agreement, Debtor has granted to Secured Party a security interest in all General Intangibles (as defined in the Agreement) of Debtor including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined in the Agreement), together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses (as defined in the Agreement), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Agreement. Debtor hereby acknowledges and affirms that the rights and remedies

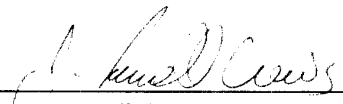
of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 10th day of April, 1998.

Acknowledged:

**SNELLING AND SNELLING, INC.**

**NATIONSBANK OF TEXAS, N.A.,**  
as Administrative Agent

By:   
Name: J. Russell Crews  
Title: Senior Vice President

By: \_\_\_\_\_  
Name: Michelle L. Hilse  
Title: Vice President

of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Acknowledged:

**SNELLING AND SNELLING, INC.**

**NATIONSBANK OF TEXAS, N.A.,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: J. Russell Crews  
Title: Senior Vice President

By: Michelle L. Hilse  
Name: Michelle L. Hilse  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 10<sup>th</sup> day of April, 1998, by J. Russell Crews, as Senior Vice President of SNELLING AND SNELLING, INC., a Pennsylvania corporation, on behalf of such corporation.



Gregory J. Hausdorf  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of April, 1998, by Michelle L. Hilse, as Vice President of NATIONSBANK OF TEXAS, N.A., a national banking association, on behalf of such association.

{ Seal }

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of April, 1998, by J. Russell Crews, as Senior Vice President of SNELLING AND SNELLING, INC., a Pennsylvania corporation, on behalf of such corporation.

{Seal}

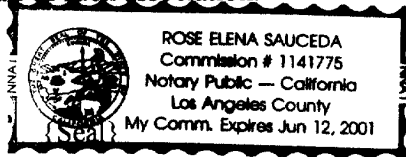
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF California )  
 )  
COUNTY OF Los Angeles )

This instrument was acknowledged before me this 10<sup>th</sup> day of April, 1998, by Michelle L. Hilse, as Vice President of NATIONSBANK OF TEXAS, N.A., a national banking association, on behalf of such association.



Rose Elena Saucedo  
Notary Public in and for the State of California

My commission expires: June 12, 2001