

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TriNet Acquisition Corporation, successor-by-merger to TriNet Employer Group, Inc.		12/15/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	1331 North California Blvd.
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Walnut Creek
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94596
<b>Entity Type:</b>	Banking Corporation: MICHIGAN

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	76021683	TRINET
Serial Number:	76021680	TRINET
Registration Number:	2400506	TRINET VCO
Registration Number:	2398301	TRINET VCO
Registration Number:	2220381	VENTURE TALENT
Registration Number:	2224029	VENTURE TALENT
Registration Number:	2224028	VENTURE TALENT
Serial Number:	74445080	TRINET EMPLOYER GROUP
Registration Number:	2400505	TRINET VCO

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744

CH \$240.00 76021683

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Buchalter Nemer  
Address Line 1: 1000 Wilshire Blvd  
Address Line 2: 15th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	12/23/2005

**Total Attachments: 6**  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**(TRINET ACQUISITION CORPORATION)**

This Intellectual Property Security Agreement (the "Agreement") is made as of December 15, 2005, by and between TriNet Acquisition Corporation, a California corporation, successor-by-merger to TriNet Employer Group, Inc., a California corporation ("Grantor"), and Comerica Bank, a Michigan banking corporation ("Secured Party").

**RECITALS**

A. Secured Party has agreed to lend to Grantor certain funds (the "Loans"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, between Grantor and Secured Party (as such document now exists or as it may hereafter be amended, modified, supplemented or restated, the "Loan Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. In order to induce Secured Party to enter into the Loan Agreement and make the Loans, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party. In addition to this document, such grant of a security interest is set forth in that certain "Security Agreement (Borrower)", dated as of the date of this Agreement, between Grantor and Secured Party (as such document now exists or as it may hereafter be amended, modified, supplemented or restated, the "Security Agreement").

C. This Agreement supplements the Loan Agreement and the Security Agreement, which are incorporated herein by reference.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following, whether now or hereafter existing, created, acquired or held (all of which shall collectively be called the "Intellectual Property Collateral");

(a) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Patents");

(b) All copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past present or future infringement, and all rights of renewal and extension of copyright, including without limitation those set forth on Exhibit B attached hereto (collectively, the "Copyrights");

(c) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) All trade secrets, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, sales and operating plans, drawings, diagrams, schematics, specifications, blue prints, descriptions, inventions, name plates, reports and catalogs;

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(e) The entire goodwill of or associated with the business now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(f) Intellectual Property Collateral shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to patents, trademarks, copyrights and other intellectual property presently or in the future owned or used by third persons, including without limitation, Software License Agreements;

(g) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;  
and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Registrar of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

3. Representations, Warranties and Covenants. The Loan Agreement and the Security Agreement contain various representations, warranties and covenants relating to the Intellectual Property Collateral, which are incorporated herein by reference.

4. Attorney-in-Fact. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to do any or all of the following: (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Patents, Copyrights or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents, Copyrights or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

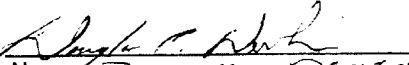
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

TriNet Acquisition Corporation  
1100 San Leandro Blvd., Suite 300  
San Leandro, California 94577  
Attn: Douglas Devlin  
Facsimile: (510) 352-6480

TRINET ACQUISITION CORPORATION, a California corporation, successor-by-merger to TriNet Employer Group, Inc., a California corporation

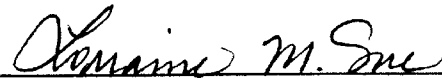
By:   
Name: DOUGLAS P. DEVLIN  
Title: COO, CFO

SECURED PARTY:

Address of Secured Party:

Comerica Bank  
1331 N. California Blvd., Suite 400  
Walnut Creek, California 94596  
Attn: Lorraine M. Sue  
Facsimile: (925) 941-1999

COMERICA BANK

By:   
Name: Lorraine M. Sue  
Title: Vice President - Western Division

**EXHIBIT A**

**Patents**

None

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**EXHIBIT B**

**Copyrights**

None

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**EXHIBIT C**

**Trademarks**

TriNet Acquisition Corporation is the successor-by-merger to TriNet Employer Group, Inc. and is the owner of trademarks registered with the U.S. Patent & Trademark Office under the name of TriNet Employer Group, Inc.

- (1) TriNet (Intl Class 35, Registered with U.S. Patent & Trademark Office on February 5, 2002 as Serial No. 76-021,683; Reg. No. 2,537,295)
- (2) TriNet (Intl Classes 35, 36 & 42, Registered with U.S. Patent & Trademark Office on November 19, 2002 as Serial No. 76-021,680; Reg. No. 2,652,393)
- (3) TriNet VCO (Intl Class 35, Registered with U.S. Patent & Trademark Office on October 31, 2000 as Serial No. 75-410,417; Registration No. 2,400,506)
- (4) TriNet VCO (Intl Class 35, Registered with U.S. Patent & Trademark Office on October 31, 2000 as Serial No. 75-410,139; Reg. No. 2,400,505)
- (5) TriNet VCO (Intl Class 36, Registered with U.S. Patent & Trademark Office on October 24, 2000 as Serial No. 75-410,138; Reg. No. 2,398,301)
- (6) Venture Talent (Intl Class 35, Accepted and Acknowledged on March 25, 2005; Registered with U.S. Patent & Trademark Office on January 26, 1999 as Serial No. 75-389,385; Reg. No. 2,220,381)
- (7) Venture Talent (Intl Class 41, Accepted and Acknowledged on March 25, 2005; Registered with U.S. Patent & Trademark Office on February 16, 1999 as Serial No. 75-389,384; Reg. No. 2,224,029)
- (8) Venture Talent (Intl Class 42, Accepted and Acknowledged on March 30, 2005; Registered with U.S. Patent & Trademark Office on February 16, 1999 as Serial No. 75-389,358; Reg. No. 2,224,028)
- (9) TriNet Employer Group (Intl Classes 35, 36 and 42, Accepted and Acknowledged on February 20, 2004; Registered with U.S. Patent & Trademark Office on January 7, 1997 as Serial No. 74-445,080)

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