

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
TWC GROUP CONSULTING, LLC		12/19/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		
Street Address:	222 N. LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2666272	TWC	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	215434-00175		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

CH \$40.00 2666272

Date:

01/07/2008

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 19th day of December, 2007, by **TWC GROUP CONSULTING, LLC**, a Delaware limited liability company ("**Grantor**") in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, COMSYS Services LLC, a Delaware limited liability company ("**COMSYS Services**"), COMSYS Information Technology Services, Inc., a Delaware corporation ("**COMSYS IT**"), Pure Solutions, Inc., a California corporation ("**Pure Solutions**"), Plum Rhino Consulting, LLC, a Delaware limited liability company ("**Plum Rhino**"), Praeos Technologies, LLC, a Delaware limited liability company ("**Praeos**"; COMSYS Services, COMSYS IT, Pure Solutions, Plum Rhino and Praeos are referred to herein each individually as a "**Borrower**" and collectively as the "**Borrowers**"), COMSYS IT Partners, Inc., a Delaware corporation, PFI LLC, a Delaware limited liability company, COMSYS Services, in its capacities as borrowing agent and funds administrator, Grantee, Co-Documentation Agents, Syndication Agent, and the Lenders are parties to a certain Credit Agreement dated as of December 14, 2005 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement dated as of December 12, 2007 among Praeos, Plum Rhino and Grantee, by execution of a joinder (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, 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 (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by the 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 and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

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

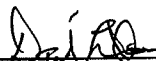
(i) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

TWC GROUP CONSULTING, LLC, a
Delaware limited liability company

By: 
Name: David L. Kerr
Title: Senior Vice President – Corporate
Development

SCHEDULE 1

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>
TWC	2,666,272	December 24, 2002

TRADEMARK APPLICATIONS

None.