

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Interest Assignment Agreement (Trademarks)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canadian Imperial Bank of Commerce, New York Agency		01/26/2009	STATE AGENCY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon		
<b>Street Address:</b>	600 East Las Colinas Blvd		
<b>Internal Address:</b>	Suite 1300		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	a New York Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2128258		
Registration Number:	1461290	PERSONNEL ONE 1	
Serial Number:	73485882	TEMP TO PERM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-701-7608		
<b>Email:</b>	sjones2@mayerbrown.com		
<b>Correspondent Name:</b>	Sokya Jones		
<b>Address Line 1:</b>	71 s. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSMUS CIBC		
<b>NAME OF SUBMITTER:</b>	Richard M. Assmus		

OP \$90.00 2128258

Signature:	/Richard M. Assmus/
Date:	02/11/2009
<b>Total Attachments: 6</b> source=Trademark Assignment - Staffing Solutions SE (successor by merger to Personnel One)_II#page1.tif source=Trademark Assignment - Staffing Solutions SE (successor by merger to Personnel One)_II#page2.tif source=Trademark Assignment - Staffing Solutions SE (successor by merger to Personnel One)_II#page3.tif source=Trademark Assignment - Staffing Solutions SE (successor by merger to Personnel One)_II#page4.tif source=Trademark Assignment - Staffing Solutions SE (successor by merger to Personnel One)_II#page5.tif source=Trademark Assignment - Staffing Solutions SE (successor by merger to Personnel One)_II#page6.tif	

**SECURITY INTEREST ASSIGNMENT AGREEMENT  
(TRADEMARKS)**

**THIS SECURITY INTEREST ASSIGNMENT AGREEMENT (TRADEMARKS)** (this "Agreement") is made and entered into as of this 26<sup>th</sup> day of January, 2009, by CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as the current second lien Administrative Agent (in such capacity, "Assignor"), in favor of THE BANK OF NEW YORK MELLON, as the successor second lien Administrative Agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to (i) the Second Lien Pledge and Security Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), among Employment Solutions Management, Inc. (the "Borrower"), the subsidiaries of the Borrower party thereto and Assignor and (ii) the Second Lien Trademark Security Agreement, dated as of October 2, 2006 (the "Second Lien Trademark Security Agreement"), made by Staffing Solutions Southeast, Inc. a Georgia corporation (as successor by merger to Personnel One, Inc.) (the "Grantor") in favor of Assignor, which was recorded with the United States Patent and Trademark Office on November 21, 2008, at Reel/Frame 3893/0284.

WHEREAS, pursuant to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, the Grantor has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral, including without limitation the Trademark Collateral described on Schedule I annexed hereto and made a part hereof; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title, interest and powers under the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee desires to accept and assume all of such right, title, interest, powers, security interests and liens.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Second Lien Trademark Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title, interest and powers in and to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, including, without limitation, its security

interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, powers, security interests and liens.

3. Acknowledgment. Each of the parties hereto hereby acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.


6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

CANADIAN IMPERIAL BANK OF COMMERCE,  
NEW YORK AGENCY,  
as current second lien Administrative Agent

By:   
Name: Charles D. Mulkeen  
Title: Authorized Signatory

**ASSIGNEE:**

THE BANK OF NEW YORK MELLON, as  
successor second lien Administrative Agent

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

**ACKNOWLEDGED AND AGREED:**

STAFFING SOLUTIONS SOUTHEAST, INC.  
(as successor by merger to Personnel One, Inc.)

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

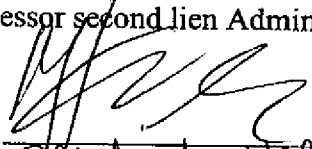
**ASSIGNOR:**

CANADIAN IMPERIAL BANK OF COMMERCE,  
NEW YORK AGENCY,  
as current second lien Administrative Agent

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

**ASSIGNEE:**

THE BANK OF NEW YORK MELLON, as  
successor second lien Administrative Agent

By:   
Name: Melinda Valentine  
Title: Vice President

**ACKNOWLEDGED AND AGREED:**

STAFFING SOLUTIONS SOUTHEAST, INC.  
(as successor by merger to Personnel One, Inc.)

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

CANADIAN IMPERIAL BANK OF COMMERCE,  
NEW YORK AGENCY,  
as current second lien Administrative Agent

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

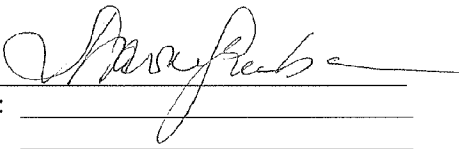
**ASSIGNEE:**

THE BANK OF NEW YORK MELLON, as  
successor second lien Administrative Agent

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

**ACKNOWLEDGED AND AGREED:**

STAFFING SOLUTIONS SOUTHEAST, INC.  
(as successor by merger to Personnel One, Inc.)

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

SCHEDULE I

TRADEMARK COLLATERAL

Staffing Solutions Southeast, Inc. (as successor by merger to Personnel One, Inc.)

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/ Applicant
United States of America	MISCELLANEOUS DESIGN (Telesource, Triangle Design)	20-Jun-1996	75/122,958	13-Jan-1998	2,128,258	Staffing Solutions Southeast, Inc. (as successor by merger to Personnel One, Inc.)
United States of America	PERSONNEL ONE 1 (Stylized)	13-Feb-1987	74/644,477	13-Oct-1987	1,461,290	Staffing Solutions Southeast, Inc. (as successor by merger to Personnel One, Inc.)
United States of America	TEMP TO PERM <sup>1</sup>	18-June-1984	73/485,882	23-Jul-1985	1,330,959	Staffing Solutions Southeast, Inc. (as successor by merger to Personnel One, Inc.)

*Licensed Trademarks*

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
United States of America	TELESOURCE (Stylized)	Source Services Corporation East	Staffing Solutions Southeast, Inc. (as successor by merger to Personnel One, Inc.)	21-Jan-1999	Perpetual

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<sup>1</sup> Abandoned.