

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TowerCo Staffing, Inc.		02/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	31 W. 52nd Street Floor 18		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019-6118		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3742047	TOWERCO	
Registration Number:	3742048	TOWERCO	
Serial Number:	77836038	PHANTOMSPPOOL	
Serial Number:	77933297	SIMPLICITY. FOUND	
Serial Number:	77948198		
CORRESPONDENCE DATA			
Fax Number:	(917)777-2656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 735-2656		
Email:	Faith.Robinson@skadden.com		
Correspondent Name:	Elaine D. Ziff		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	391000/1316		

CH \$140.00 3742047

NAME OF SUBMITTER:	Elaine D. Ziff
Signature:	/eziff/
Date:	02/03/2011
Total Attachments: 6 source=TM Security Agreement - TowerCo Staffing, Inc to Toronto Dominion (Texas) LLC#page1.tif source=TM Security Agreement - TowerCo Staffing, Inc to Toronto Dominion (Texas) LLC#page2.tif source=TM Security Agreement - TowerCo Staffing, Inc to Toronto Dominion (Texas) LLC#page3.tif source=TM Security Agreement - TowerCo Staffing, Inc to Toronto Dominion (Texas) LLC#page4.tif source=TM Security Agreement - TowerCo Staffing, Inc to Toronto Dominion (Texas) LLC#page5.tif source=TM Security Agreement - TowerCo Staffing, Inc to Toronto Dominion (Texas) LLC#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 2, 2011 (“Trademark Security Agreement”), made by TOWERCO STAFFING, INC, a Delaware corporation located at 874 Walker Road, Suite C, Dover, DE 19904 (the “Grantor”), is in favor of TORONTO DOMINION (TEXAS) LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Lenders under that certain Amended and Restated Credit Agreement, dated February 2, 2011 (the “Credit Agreement”), by and among TowerCo Finance LLC, a Delaware limited liability company, the Collateral Agent, the lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as syndication agent, Toronto Dominion (Texas) LLC, as administrative agent (in such capacity, the “Administrative Agent”) and, together with the Collateral Agent, the “Agents”) and Fifth Third Bank and ING Capital LLC, as co-documentation agents.

W I T N E S S E T H:

WHEREAS, the Grantor entered into that certain Guarantee and Collateral Agreement, dated as of November 24, 2009 (the “Existing Guarantee and Collateral Agreement”) pursuant to which the Grantor and Collateral Agent executed and delivered a Trademark Security Agreement, dated as of November 24, 2009;

WHEREAS, the Grantor is a party to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof (the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement in order to record the Collateral Agent’s security interest in the United States Patent and Trademark Office (the “PTO”);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement. For purposes of this Trademark Security Agreement, the term “Trademarks” shall mean, collectively, all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, including, without limitation, each registration and application identified on Schedule 1 hereto, together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing and (iv) reissues, continuations, extensions and renewals thereof and amendments thereto.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

(a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds of any of the foregoing;

provided, that (i) this Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder, (D) any United States Trademark applications filed on the basis of the Grantor's intent-to-use such mark, in each case, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the PTO, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application, provided, that to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the PTO, such Trademark application shall automatically be included in the Collateral, without further action on any party's part; or (E) is in Capital Stock which is specifically excluded from the definition of Pledged Stock by virtue of the proviso to such definition; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. (a) At such time as the Loans, the Reimbursement Obligations and all other Obligations (other than Unasserted Contingent Obligations and obligations (other than Unasserted Contingent Obligations) under or in respect of Hedge Agreements) have been paid in full (including, with respect to any Letters of Credit, either the deposit of cash collateral in an amount equal to 105% of the outstanding L/C Obligations or the delivery of a "backstop" Letter of Credit reasonably satisfactory to the Issuing Lender in its sole discretion), all commitments to extend credit under the Loan Documents have terminated, and the net termination liability under or in respect of, and other amounts due and payable under, Specified Hedge Agreements at such time shall have been either (i) paid in full or (ii) secured in the manner provided in such Specified Hedge Agreements or by a collateral arrangement satisfactory to the Qualified Counterparty in its sole discretion, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral

shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall deliver to the Grantor any Collateral held by the Collateral Agent hereunder and execute and deliver to the Grantor such documents (in form and substance reasonably satisfactory to the Collateral Agent) as the Grantor may reasonably request to evidence such termination.

(b) If any of the Collateral is sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then the Lien created pursuant to this Agreement in such Collateral shall be released, and the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of such Collateral (not including Proceeds thereof) from the security interests created hereby. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Collateral Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

TOWERCO STAFFING, INC.

By: Daniel Hunt
Name:
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004467 FRAME: 0312**


Accepted and Agreed:

TORONTO DOMINION (TEXAS) LLC, as Collateral Agent

By: _____

Name:

Title:


BEBI YASIN
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004467 FRAME: 0313

TRADEMARKSTrademark Registrations and Applications

Trademark	Reg. No. or Serial No.	Reg. Date (Filing Date)	Owner
TOWERCO & Design	Reg. no. 3,742,047	1/26/2010	TowerCo Staffing, Inc.
TOWERCO	Reg. no. 3,742,048	1/26/2010	TowerCo Staffing, Inc.
PHANTOMSPPOOL	Serial no. 77/836,038	(9/28/2009)	TowerCo Staffing, Inc.
SIMPLICITY.FOUND	Serial No. 77/933,297	(2/11/2010)	TowerCo Staffing Inc.
design only	Serial No. 77/948,198	(3/2/2010)	TowerCo Staffing Inc.