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10-31-2000



Docket No.:

014951/0229

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To the Honorable Commissioner of Patents a

ed original documents or copy thereof

1. Name of conveying party(ies):

OUTSOURCE FRANCHISING, INC.

9-5-00

- Individual(s)
- General Partnership
- Corporation-State **FLORIDA**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: **ABLECO FINANCE LLC, As Agent**

Internal Address:

Street Address: **450 PARK AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other **DELAWARE LIMITED LIABILITY CO.**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **AUGUST 15, 2000**

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

1,843,149 1,956,465

Additional numbers Yes No

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

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

2

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

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.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

SEPTEMBER 5, 2000

Date

Total number of pages including cover sheet, attachments, and

4

COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, OUTSOURCE FRANCHISING, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated August 15th, 2000 (the "Security Agreement") in favor of ABLECO FINANCE LLC, as collateral agent for certain lenders (the "Assignee");

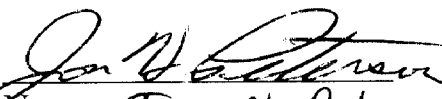
WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Collateral Assignment to be duly executed by its officer thereunto duly authorized as of August 15th, 2000.

OUTSOURCE FRANCHISING, INC.

By: 
Name: Jon H Peterson
Title: V.P.

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 15th day of August 2000, before me personally came Jon H. Peterson, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the V.P. of Outsource Franchising, Inc., a Florida corporation, and that he executed the foregoing instrument in the firm name of Outsource Franchising, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Tracey F. Dillon

TRACEY F. DILLON
Notary Public, State of New York
No. 01DI5036359
Qualified in Kings County
Certified in New York County
Commission Expires Nov. 21, 2000

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARK REGISTRATIONS AND APPLICATIONS)

TRADEMARK	REGISTRATION NUMBER (SERIAL NUMBER)
LABOR WORLD & Design	1,843,149
LABOR WORLD	1,956,465

SRZNY764203v1

RECORDED: 09/05/2000

TRADEMARK
REEL: 002163 FRAME: 0958