

01-05-2001

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD 1
TR 2

101573710

MS 12.18.00

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Initial Staffing Services, Inc.

- Individual(s)
- General Partnership
- Corporation - State of Florida
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 19, 2000

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

Name: Bank of America, National Association

Internal Address: _____

Street Address: 901 Main Street, 6th Floor

City: Dallas State: Texas ZIP: 75202

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation- _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

- 75/431,079
- 75/431,080
- 75/431,390
- 75/431,389

B. Trademark registration No.(s)

- 1,859,952
- 1,854,845
- 1,893,377
- 1,164,018
- 1,412,582
- 1,915,348
- 1,985,209
- 1,163,005



12-18-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #70

Additional numbers attached? Yes No

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

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed \$315.00
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

10-0447

(Attach duplicate copy of this page if paying by deposit account)

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.

Andre M. Szuwalski
Name of Person Signing

Signature

12/11/00
Date

02/2001 GT011 00000016 75431079

FC:481 40.00 DP
FC:482 275.00 DP

Total number of pages comprising cover sheet: 1

TRADEMARK SECURITY AGREEMENT

(Initial Staffing Services, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between INITIAL STAFFING SERVICES, INC., a Florida corporation ("Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Secured Party"), acting in its capacity as Agent, and is executed pursuant to that certain Loan and Security Agreement dated as of June 19, 2000 (as amended, restated, or otherwise modified, the "Loan and Security Agreement") among Debtor, Secured Party, and each of the other Borrowers and the Lenders party thereto (all terms defined in the Loan and Security Agreement, wherever used herein, unless otherwise defined, shall have the same meanings herein as are prescribed by the Loan and Security Agreement).

R E C I T A L S:

A. Pursuant to the terms of the Loan and Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and assigns to Secured Party a continuing security interest, lien, and collateral assignment in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including,

without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan and Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 19th day of June, 2000.

DEBTOR:

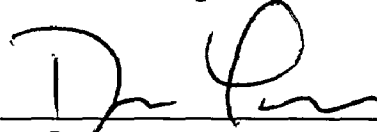
INITIAL STAFFING SERVICES, INC.

By: Vincent E. Cook
Name: Vincent E. Cook
Title: Vice President

SECURED PARTY:

BANK OF AMERICA, NATIONAL
ASSOCIATION, as Agent

By:

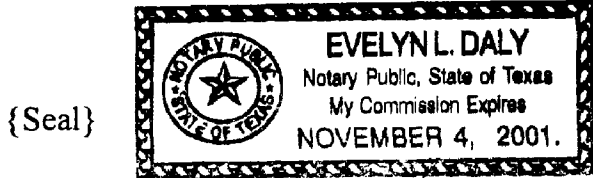
A handwritten signature in black ink, appearing to read "Dan Lane", written over a horizontal line.

Dan Lane
Senior Vice President

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Harris)

This instrument was acknowledged before me this 16th day of June, 2000, by Vincent Emery Cook, as VP of Initial Staffing Services, Inc., a Florida corporation, on behalf of such corporation.

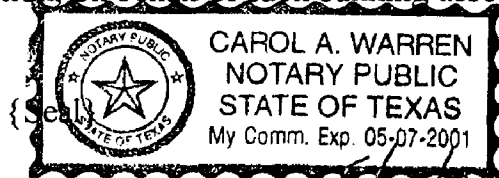


Evelyn L. Daly
Notary Public in and for the State of Texas

My commission expires: November 4, 2001

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 16th day of June, 2000, by Dan Lane, as Senior Vice President of Bank of America, National Association, a national banking association, on behalf of such banking association.



Carol A. Warren
Notary Public in and for the State of Texas

My commission expires: 5/7/01

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing/Registration Date	Goods
Initial Staffing Services, Inc.	United States	Accounting Guild	1,859,952	10/25/94	employment agencies, specializing in the placement of accounting and finance personnel on a temporary or full-time basis
Initial Staffing Services, Inc.	United States	Hestair	1,854,845	9/20/94	recruiting and personnel management consulting
Initial Staffing Services, Inc.	United States	Power	1,893,377	5/9/95	employee training and retraining services, namely conducting training and retraining in the use and operation of computers, office skills, reading and writing skills, mathematical skills and other professional developmental skills through seminars, workshops and courses for others
Initial Staffing Services, Inc.	United States	Talent Tree	1,164,018	8/4/81	personnel placement services
Initial Staffing Services, Inc.	Canada	Talent Tree	456,373	4/5/96	
Initial Staffing Services, Inc.	United States	Team	1,412,582	10/7/86	providing long-term staffing and temporary personnel
Initial Staffing Services, Inc.	United States	The Right People. Right Now.	1,915,348	8/29/95	permanent and temporary employment agency services including personnel placement and recruiting services
Initial Staffing Services, Inc.	United States	The Technical Staffing Solutions Company	1,985,209	7/9/96	recruiting and personnel management consulting
Initial Staffing Services, Inc.	United States	Tree Logo Design	1,163,005	7/28/81	personnel placement services
Initial Staffing Services, Inc.	Canada	Tree Logo Design	431,174	7/29/94	

SCHEDULE 1

Dallas2 686439 v 3, 46715.00135

TRADEMARK
REEL: 002206 FRAME: 0885

Initial Staffing Services, Inc.	United States	Accounting Guild A Division of Talent Tree	75/431.079	2/9/98	employment agencies specializing in the placement of personnel in the accounting industry
Initial Staffing Services, Inc.	United States	Hestair Computer Group A Division of Talent Tree	75/431.080	2/9/98	employment agencies specializing in the placement of personnel in the computer industry
Initial Staffing Services, Inc.	United States	National Mortgage Staffing	75/431.390	2/9/98	employment agencies specializing in the placement of personnel in the mortgage industry
Initial Staffing Services, Inc.	United States	NI Health Care Services A Division of Talent Tree	75/431.389	2/9/98	employment agencies specializing in the placement of personnel in the health care industry

SCHEDULE 1

Dallas2 686439 v 3, 46715.00135

RECORDED: 12/18/2000

**TRADEMARK
REEL: 002206 FRAME: 0886**