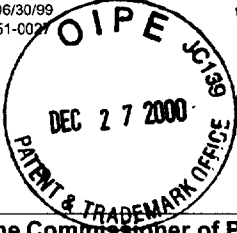


DS

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-04-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



Handwritten: MIP 0-27W



101571805

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name COMFORCE TECHNICAL SERVICES, INC Execution Date
Month Day Year
12 14 2000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name IBJ WHITEHALL BUSINESS CREDIT CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) One State Street

Address (line 2) _____

Address (line 3) New York NY 10004
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization NEW YORK

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/03/2001 NTHAI1 00000227 75325756
01 FC:481 40.00 OP
02 FC:482 825.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002215 FRAME: 0202

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text" value="SEE ATTACHED"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text" value="Schedule"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

ck# 1323

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

ADDITIONAL CONVEYING PARTIES

COMFORCE CORPORATION, a Delaware Corporation
COMFORCE TECHNICAL SERVICES, INC., a Delaware Corporation
UNIFORCE SERVICES, INC., a New York Corporation
BRENTWOOD SERVICE GROUP, INC., a New York Corporation
PRO UNLIMITED, INC., a New York Corporation
UNIFORCE STAFFING SERVICES, INC., a New York Corporation

All having an execution date of December 14, 2000

SCHEDULE C**TRADEMARK REGISTRATIONS**

OWNER	TRADEMARK	REGISTRATION NO./DATE
COMFORCE Corporation	COMFORCE	2170692 (July 7, 1998)
COMFORCE Technical Services, Inc., Successor by merger with RHO Company Incorporated	RHOTECH	2,049,728 (April 1, 1997)
Uniforce Services, Inc. (formerly Uniforce Temporary Personnel Inc.)	BRANNON & TULLY W/DESIGN	1,928,380 (October 17, 1995)
	CAREER TEMP CLUB W/ DESIGN (expired)	1,718,637 (September 22, 1992) (expired)
	FACTFILE	1,548,590 (July 18, 1989)
	FAX-A-TEMP (expired)	1,573,758 (December 26, 1989) (expired)
	GET UP & GO (cancelled)	1,791,851 (September 7, 1993) (cancelled)
	GET AHEAD IN STYLE	2,150,205 (April 14, 1998)
	LABFORCE	1,865,479 (November 29, 1994)
	OA TEMPLINE (expired)	1,683,174 (April 14, 1992) (expired)
	PAYROLL OPTIONS UNLIMITED (expired)	1,763,799 (April 6, 1993) (expired)
	PrO UNLIMITED W/ DESIGN	1,933,135 (November 7, 1995)
	PAYROLL OPTIONS UNLIMITED	TMA 424,794 (March 4, 1994) (CN)
	THE PRODUCTIVITY PEOPLE	1,215,182 (November 2, 1982)
	SCORE 1099	2,037,800 (February 11, 1997)
	TEMPFUNDS U.K.	B1497258 (April 13, 1992) (UK)

OWNER	TRADEMARK	REGISTRATION NO./DATE
	(expired)	(expired)
	THISCO	1,505,092 (September 20, 1988)
	THISCO	TMA 419,336 (Nov. 5, 1993) (CN)
	THISKILL	2,371,209 (July 25, 2000)
	UNIMATION (expired)	1,664,611 (November 12, 1991) (expired)
	U DESIGN (expired)	1,770, 406 (May 11, 1993) (expired)
	UNIFORCE W/ DESIGN	355,166 (April 28, 1989) (CN)
	UNIFORCE W/ DESIGN	815,625 (September 20, 1966)
	UNIFORCE	453074 (July 16, 1992) (MEX)
	UNI-FREE (cancelled)	1,792,204 (September 7, 1993) (cancelled)
	YOUR SEARCH FOR EXCELLENCE IS OVER!	1,461,291 (October 13, 1987)
	WORKSTYLES TO FIT YOUR LIFESTYLE	1,955,957 (February 13, 1996)
	WORK WHEN YOU WANT TO WORK	1,454,595 (August 25, 1987)
Uniforce Staffing Services, Inc. (formerly Uniforce Services, Inc.)	SKILL WIZ	1531760 (March 28, 1989)
	BRENTWARE	2,182,351 (August 18, 1998)
	UNISKILL	2,182,350 (August 18, 1998)
	MONTARE INTERNATIONAL	2,180,570 (August 11, 1998)
Brentwood Service Group, Inc.	BRENTWOOD SERVICE GROUP	1,661,912 (October 22, 1991)
E. O. Operations Corp. (dissolved)	EMPLOYERS OVERLOAD	659,928 (March 25, 1958) (expired)
PrO Unlimited, Inc.	RETURNING RETIREE SOLUTIONS	2,405,911 (November 21, 2000)

TRADEMARK APPLICATIONS

APPLICANT	TRADEMARK	SERIAL NO.
COMFORCE Corporation	COMFORCE HOMEWORK	Pending (Serial No. 75/098292) (abandoned)
	RIGHTSOURCING	Pending (Serial No. 75/098291)
Uniforce Services, Inc.	PRO UNLIMITED W/ DESIGN	Pending (CN) (abandoned)
PrO Unlimited, Inc.	RETURNING RETIREE SOLUTIONS	Pending (Serial No. 75/325756) (abandoned)

TRADEMARK LICENSES

-NONE-

**ASSIGNMENT FOR SECURITY OF
PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "**Assignment**") is made as of December 14, 2000 by and among:

COMFORCE CORPORATION, a Delaware Corporation, COMFORCE TECHNICAL SERVICES, INC., a Delaware corporation, UNIFORCE SERVICES, INC., a New York corporation, BRENTWOOD SERVICE GROUP, INC., a New York corporation, PRO UNLIMITED, INC., a New York corporation and UNIFORCE STAFFING SERVICES, INC., a New York corporation, each an "**Assignor**" and collectively "**Assignors**"), and

IBJ WHITEHALL BUSINESS CREDIT CORPORATION, a New York corporation, as Administrative Agent for the benefit of the Lenders defined below (in such capacity, "**Administrative Agent**").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement, dated the date hereof, by and among Assignors, certain direct and indirect subsidiaries of Assignors, the Lenders named therein, the Co-Agent named therein, The CIT Group/Business Credit, Inc., as Collateral Agent, and Administrative Agent thereunder (collectively, "**Lenders**") (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Lenders have agreed to make certain loans and extend certain other financial accommodations to certain Assignors; and

WHEREAS, the Loan Agreement grants to Administrative Agent for the benefit of Lenders a continuing security interest in certain assets of Assignors, including, without limitation, all of each Assignor's patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

Section 1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

Section 2. Assignment for Security.

(a) To secure the complete and timely payment, performance and satisfaction of the Obligations, each Assignor hereby grants to Administrative Agent for the benefit of Lenders a continuing security interest in its entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(i) Patents, Patent Applications and Patent Licenses, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those Patents, Patent Applications and Patent Licenses listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing;

NYB 1199133.6

**TRADEMARK
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(ii) Copyrights, rights and interests in Copyrights, works protectable by Copyrights, Copyright registrations, Copyright applications and Copyright Licenses, including, without limitation, the Copyright registrations, applications and Licenses listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing;

(iii) Trademarks, Trademark Applications, 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 have appeared or appear, all registrations and recordings thereof, all Trademark Applications and Licenses in connection therewith, including, without limitation, the Trademarks, Trademark Applications and Licenses listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing; and

(iv) all rights corresponding to any of the foregoing throughout the world and the goodwill of each Assignor's business connected with the use of and symbolized by the Trademarks.

(b) In addition to, and not by way of limitation of, all other rights granted to Administrative Agent for the ratable benefit of Lenders under the Loan Agreement, this Assignment and all other Loan Documents, as collateral security for the complete payment when due of all Obligations under the Loan Agreement and the other Loan Documents, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent, for the use and benefit of Lenders, upon the occurrence and during the continuation of an Event of Default, any and all rights of such Assignor under any License and any License Agreement with any other party, whether such Assignor is a licensor or licensee under such License Agreement and the right to prepare for sale, sell and advertise for sale, all Collateral now or hereafter owned by such Assignor and now or hereafter covered by such License and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including Licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to Administrative Agent under this Assignment which rights are material to the conduct of such Assignor's business. Each Assignor hereby covenants that it will promptly notify Administrative Agent if any Patent, Copyright or Trademark shall at any time hereafter become subject to such License Agreement and that it will promptly provide Administrative Agent with full identification thereof and with such further documentation as Administrative Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this subsection.

Section 3. Certain Defined Terms. As used in this Agreement, unless the context otherwise requires:

"**Applications**" shall mean the Patent Applications and Trademark Applications, as defined herein.

"**Collateral**" shall mean all property in which a security interest is created under this Agreement.

"**Copyrights**" shall mean (i) all original works of authorship fixed in any tangible medium of expression, all mask works fixed in a chip product, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office and recordings thereof, including, without limitation, registrations and recordings 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, all

whether now or hereafter owned or licensable by the Assignor, including, but not limited to, those registrations or applications for registrations described on Schedule B attached hereto and made a part hereof, and (ii) all extensions or renewals thereof.

"License" shall mean (i) each of the licenses listed on Schedules A, B and hereto, and all amendments, modifications and renewals thereof, and (ii) each license with respect to any Patent, Trademark or Copyright hereafter created, and all amendments, modifications and renewals thereof.

"License Agreement" shall mean each agreement pursuant to which a License is created or granted.

"Obligations" shall mean, collectively, all present and future Obligations (as defined in the Loan and Security Agreement) of Assignor (including, without limitation, all interest thereon, whether accruing prior or subsequent to the commencement of a bankruptcy or similar proceeding involving any of the Loan Parties as a debtor and whether or not such interest is an allowed claim in any such proceeding).

"Patents" shall mean (i) all utility, design, plant and other patents, utility models, industrial designs, interior certificates and statutory invention registrations and recordings thereof, including, without limitation, registrations and recordings 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 subdivisions thereof, all whether now or hereafter owned or licensable by the Assignor, including, but not limited to, those described in Schedule A attached hereto and made a part hereof, and (ii) all reissues, continuations, continuations-in-part, divisionals or term restorations and all extensions thereof and all licenses thereof.

"Patent Applications" shall mean (i) all applications for Patents that have been filed in the U.S. Patent and Trademark Office and recordings thereof, including, without limitation, registrations and recordings 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, as of the effective date of this Agreement, or in the future, that have not yet issued as patents, all whether now or hereafter owned or licensable by the Assignor, including, but not limited to, those described on Schedule B hereto and (ii) all reissues, continuations, continuations-in-part, divisionals or term restorations and all extensions thereof and all licenses thereof.

"Trademarks" shall mean (i) all trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings 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, all whether now or hereafter owned or licensable by any Assignor, including, but not limited to, those described in Schedule C attached hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

"Trademark Applications" shall mean (i) all applications for Trademarks that have been filed in the U.S. Patent and Trademark Office or in a similar office or agency of the United States, or any state thereof, or any other country or any political subdivision thereof, as of the effective date of this Agreement, or in the future, that have not yet issued as registrations, all whether now or hereafter owned or licensable by the Assignor, including, but not limited to, those described on Schedule A hereto and (ii) all amendments thereto.

Section 4. **Licenses.** Each Assignor hereby agrees that the use by Administrative Agent, on behalf of Lenders, of all Patents, Copyrights and Trademarks as described above may be worldwide, to the extent possessed by Assignors, and is granted free of charge, without requirement that any monetary

payment whatsoever (including, without limitation, any royalty, license fee or other related charges) be made to Assignor or any other Person by Administrative Agent or any Lender (except that if Administrative Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations). The term of the assignments and grant of security interest granted herein shall extend until the earlier of: (x) expiration of each of the respective Patents, Copyrights and Trademarks assigned hereunder, or (y) the Obligations have been finally paid in full in cash and the Loan Agreement and the Commitments terminated.

Section 5. Representations, Warranties and Covenants of the Assignor. The Assignor hereby represents, warrants, covenants and agrees as follows:

(a) Title to Trademarks. Except as otherwise described in Schedule C, the Assignor has sole, full and clear title to the registered United States Trademarks and Trademark Applications of the Assignor for the goods and services covered by the registrations or applications thereof and to the Assignor's knowledge, such registrations are valid and subsisting and in full force and effect.

(b) Use of Trademarks. Except to the extent that (i) the Administrative Agent, upon prior written notice by the Assignor, shall consent (which consent shall not be unreasonably withheld), or (ii) the Assignor determines in its reasonable business judgement that a Trademark of the Assignor has negligible economic value or such Trademark is no longer utilized in the ordinary course of the Assignor's business, the Assignor (either itself or through licensees) will continue to use its Trademarks in such a way as to substantially maintain such Trademarks in full force free from any claim of abandonment for nonuse and the Assignor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(c) Title to Patents: Etc. The Assignor has sole, full and clear title to each of the Patents and Patent Applications filed with the United States Patent and Trademark office of the Assignor listed on Schedule A hereto. To the Assignor's knowledge, none of the Patents or Patent Applications has been abandoned or dedicated, and, except to the extent that (i) the Administrative Agent upon prior written notice by the Assignor, shall consent (which consent shall not be unreasonably withheld) or (ii) the Assignor determines in its reasonable business judgment that a Patent of the Assignor has negligible economic value or such Patent is no longer utilized in the ordinary course of the Assignor's business, the Assignor will not do any act, or omit to do any act, whereby the Patents or the Patent Applications may become abandoned or dedicated and the Assignor shall notify the Administrative Agent promptly if it knows of any reason or has reason to know that any application or registration may become abandoned or dedicated.

(d) Title to Copyrights: Etc. The Assignor has sole, full and clear title to the Copyrights, registered in the United States Copyright office, of the Assignor shown on Schedule B hereto and each of said Copyrights is subsisting and in full force and effect. To the Assignor's knowledge, none of the Copyrights has been abandoned or dedicated. The Assignor will not do any act, or omit to do any act, whereby the Copyrights may become abandoned or dedicated, or the remedies available against potential infringers weakened unless the Assignor determines in its reasonable business judgement that a Copyright of the Assignor has negligible economic value or such Copyright is no longer utilized in the ordinary course of the Assignor's business.

(e) Title to Licenses: Etc. The Assignor's right, title and interest in and to each of the Licenses listed on Schedules A, B and C hereto and each License Agreement relating thereto are owned by the Assignor free and clear of all Liens, except in favor of the Administrative Agent. Each of such Licenses and License Agreements relating thereto are valid and enforceable in accordance with their respective terms and are in full force and effect, and as of the date hereof there is no default thereunder by any party thereto. The Assignor will keep, perform and enforce the obligations to be kept, performed and enforced (without waiver or amendment) by it under each of the License Agreements.

(f) Further Assurances. The Assignor will perform all acts and execute all documents, including, without limitation, (i) this Agreement and (ii) with respect to any Collateral located outside the United States, any similar office located outside of the United States, in each case, reasonably requested by the Administrative Agent at any time to evidence, perfect, maintain, record and enforce the Lenders' interest in the Collateral or otherwise in furtherance of the provisions of this Agreement, and the Assignor hereby authorizes the Administrative Agent to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement (or any supplement hereto) with respect to the Collateral signed only by the Administrative Agent. The Assignor will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain each application and registration and grant of the Trademarks, Trademark Applications, Patents, Patent Applications and Licenses, including, without limitation, filing renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraph 3(b), 3(c) or 3(d) hereof).

(g) Costs and Expenses. The Assignor will upon demand pay the Administrative Agent for any and all reasonable fees and out-of-pocket costs and expenses which the Administrative Agent may pay or incur pursuant to the provisions of this Agreement or in enforcing the Obligations, the Collateral or the security interest granted hereunder, including, but not limited to, all reasonable filing or recording fees, court costs, collection charges, travel expenses, computer fees, telephone fees, duplicating fees and reasonable attorneys' fees and expenses (including, in any event, without limitation, the allocated costs and expenses of in-house counsel), such expenses shall include, without limitation, any such reasonable costs paid or incurred by the Lender in connection with any waivers, amendments, modifications, extensions, renewals or renegotiations. All of the foregoing, together with interest thereon at the Default Rate applicable to the Obligations, shall be part of the Obligations and be payable on demand.

(h) Pledge of Additional Patents, Trademarks and Copyrights. In the event the Assignor, either itself or through any agent, employee, licensee or designee, (i) files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or (ii) files any assignment of any patent, trademark or copyright which the Assignor may acquire, own or license from a third party, with the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, the Assignor shall promptly, but in no event more than twenty (20) days subsequent to such filing, notify the Administrative Agent thereof, and, upon request of the Administrative Agent shall promptly, but in no event more than ten (10) days subsequent to such request, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Lenders' interest in such Patent, Trademark or Copyright and the goodwill and general intangibles of the Assignor relating thereto or represented thereby.

(i) Administrative Agent and Collateral Agent Appointed Attorney-in-Fact. The Assignor Hereby irrevocably appoints Administrative Agent and Collateral Agent, each as attorney-in-fact of Assignor with respect to the collateral for the purpose of carrying out the terms of this agreement, Such power of attorney shall be effective, automatically and without the necessity of any action, upon the occurrence and during the continuance of an Event of Default. Notwithstanding the foregoing, neither Administrative Agent nor Collateral Agent shall have any duty to exercise any such right or to preserve the same and shall not be liable for any failure to do so or for any delay in doing so.

(j) Assignor Authority, Etc. The Assignor has the right and power to make the assignment and to grant the security interest herein granted; and the Collateral is not now, and at all times

hereafter will not be, subject to any Liens or assignments of any nature whatsoever, and the Assignor has not received any written notice from any third party claiming any right or interest in and to any of the Collateral or that the Assignor's use thereof infringes the rights of any third party.

(k) No Additional Patents, Trademarks, Copyrights or Licenses. As of the date hereof, the Assignor does not own any Patents, Trademarks or Licenses or has any Patents, Trademarks, Copyrights or Licenses registered in, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations described in Schedule A, B and C hereto.

(l) Administrative Agent and Lenders Not Liable. The Assignor assumes all responsibility and liability arising from the use of the Collateral, and hereby indemnifies and holds the Administrative Agent and the Lenders harmless from and against any claim, suit, loss, damage or reasonable expense (including reasonable attorneys' fees and expenses (including, without limitation, the allocated costs and expenses of in-house counsel)) arising out of any alleged defect in any product manufactured, promoted or sold by the Assignor (or any Affiliate thereof) in connection with the Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any product by the Assignor (or any Affiliate thereof). The Assignor agrees that the Administrative Agent and the Lenders do not assume, and the Administrative Agent and the Lenders shall not have any responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Assignor, and the Assignor hereby agrees to indemnify and hold the Administrative Agent and the Lenders harmless with respect to any and all claims by any Person relating thereto absent willful misconduct or gross negligence by any of the Administrative Agent or the Lenders.

(m) Administrative Agent and Lenders' Rights. The Administrative Agent may, in its reasonable discretion, pay any amount or do any act required of the Assignor hereunder or requested by the Lenders to preserve, defend, protect, maintain, record or enforce the Assignor's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted the Administrative Agent on behalf of the Lenders herein, and which the Assignor fails to do or pay, and any such payment shall be deemed an advance by the Administrative Agent to the Assignor and shall be payable on demand together with interest thereon at the Default Rate applicable to the Obligations.

(n) Protection of Trademarks. The Assignor agrees that if it learns of any use by any Person of any term or design likely to cause confusion with any Trademark, it shall notify the Administrative Agent of such use if the effect of such use would be reasonably likely to materially impair the Assignor's ability to perform its Obligations and, in such case, if requested by the Administrative Agent, at the Assignor's expense, institute such action as the Administrative Agent, in its reasonable discretion, may deem advisable for the protection of the Lenders' interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Assignor from bringing an action against a Person for the protection of the Assignor's interest in and to such Trademarks.

(o) Licenses of Trademarks, Patents and Copyrights. (i) As of the date hereof, to the best of Assignor's knowledge, all Licenses of its Trademarks, Patents and Copyrights which the Assignor has granted to third parties are set forth on Schedules A, B and C hereto. None of the Licenses or License Agreements has been materially modified, amended, altered or changed in any manner except as set forth on Schedules A, B and C hereto. The Assignor will keep, perform and enforce the obligations to be kept, performed and enforced (without waiver or amendment) by it under each of the License Agreements and shall enforce all obligations of each licensee thereunder. In the event that the Assignor fails to enforce any of the obligations under any of the License Agreements, the Administrative Agent shall be entitled to (but shall have no obligation to) enforce such obligations in accordance with the terms of such License Agreement. The Assignor will not, without the prior written consent of the Administrative Agent,

modify, amend, alter, change, cancel, waive performance of or any payment under or terminate any of the License Agreements in any manner which would materially adversely affect the Administrative Agent's rights under this Agreement, and will do all things reasonably necessary and proper to keep each of the material License Agreements and Licenses thereunder in full force and effect, as in effect on the date hereof.

(p) The Assignor specifically acknowledges and agrees that the Administrative Agent does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any of the License Agreements or the performance of any obligations to be performed under or with respect to any of the License Agreements by the Assignor, and the Assignor hereby agrees to indemnify and hold the Administrative Agent harmless with respect to any and all claims by any person relating thereto absent willful misconduct or gross negligence by any of the Administrative Agent or the Lenders.

(q) If there shall be a default under any of the License Agreements on the part of the Assignor, the Administrative Agent may, at its option, without assuming any of the obligations of the Assignor under any of the License Agreements and without waiving or releasing the Assignor from any of the terms hereof or any of the Obligations, cure the default, and the cost of curing the same (and all reasonably necessary and incidental costs and expenses of the Administrative Agent in connection therewith, including, but not limited to, reasonable counsel fees), with interest at the Default Rate payable on Alternative Base Rate Obligations from the time of the advance or advances therefor, shall be deemed an advance to the Assignor and part of the Obligations, and shall be due and payable by the Assignor to the Administrative Agent upon demand.

(r) If an Event of Default shall be continuing, in addition to all other rights and remedies of the Administrative Agent pursuant to any agreements of the Assignor in favor of or assigned to and held by the Administrative Agent or pursuant to applicable law or otherwise, (x) the Administrative Agent or its successor or designee shall have, to the exclusion of the Assignor, and may exercise on behalf of the Assignor, all rights and benefits under each of the License Agreements, including, without limitation, any and all rights to indemnification and guarantee, without modifying or discharging any of the Obligations, and (y) the Assignor agrees to execute any and all documents requested by the Administrative Agent in its reasonable discretion to enable the Administrative Agent to exercise all of the rights of the Assignor under the License Agreements. The specified remedies to which the Administrative Agent may resort under the terms of this Assignment are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Administrative Agent may be lawfully entitled in case of any breach or threatened breach by the Assignor of any provision hereof or of any of the Obligations. Nothing contained in this Assignment and no act or action taken or done by the Administrative Agent pursuant to the powers and rights granted it hereunder or under any instrument collateral hereto shall be deemed to be a waiver by the Administrative Agent of any of its rights and remedies against the Assignor in connection with, or in respect of, any of the Obligations. The right of the Administrative Agent to collect and enforce collection of the Obligations and to enforce any security and collateral held by it may be exercised by the Administrative Agent either prior to, simultaneously with, or subsequent to any action taken by the Administrative Agent hereunder.

Section 6. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Assignor in, to and under any one or more Licenses, and the Assignor hereby releases the Administrative Agent and the Lenders from, and agrees to hold the Administrative Agent and the Lenders free and harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such License other than as a result of gross negligence or willful misconduct.

(b) While an Event of Default is continuing, any monies or other proceeds under or in connection with the License Agreements received by the Assignor shall not be commingled with any other property of the Assignor, but shall be segregated, held by the Assignor in trust for, and immediately delivered to, the Administrative Agent to be held as collateral or applied to the payment of the Obligations as Administrative Agent may determine in accordance with the Loan and Security Agreement.

(c) While an Event of Default is continuing, the Administrative Agent may, in its discretion, in its name or in the Assignor's or otherwise, notify the licensee under any of the License Agreements to make payment to the Administrative Agent of any or all amounts due or to become due under the License Agreements.

(d) While an Event of Default is continuing, the Administrative Agent may, in its discretion, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the License Agreements, or, with respect to payments which have become due and payable under any of the License Agreements, make any compromise or settlement deemed desirable by the Administrative Agent.

(e) Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of the Lenders and Administrative Agent, whether under law, the Loan and Security Agreement or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently), the Administrative Agent shall have the following rights and remedies which it may exercise in accordance with the provisions of Section 8 of the Loan and Security Agreement:

(i) immediately upon the Administrative Agent's request, the Assignor shall not make any further use of the Patents, Trademarks or Copyrights or any mark similar thereto for any purposes;

(ii) the Administrative Agent may, at any time and from time to time, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall reasonably determine;

(iii) the Administrative Agent may, at any time and from time to time, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Administrative Agent shall, in its sole discretion, deem appropriate or proper; and

(iv) for the purpose of enabling Administrative Agent to exercise rights and remedies under this Section 6 (including, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Collateral) at such time as Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Assignor hereby grants to Administrative Agent, for the benefit of Administrative Agent and Lenders, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to each Assignor) to use, license or sublicense any Collateral now owned or hereafter acquired by any Assignor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

(v) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to subsection 6(b)(iii) hereof, the Administrative Agent may, at any time, pursuant to the authority granted in the Powers of Attorney described in Section 9 hereof (such authority becoming exercisable upon the occurrence and during the continuation as herein

above provided of an Event of Default), execute and deliver on behalf of the Assignor, one or more licenses or instruments of assignment, sale or other disposition of the Patents, Trademarks or Copyrights (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Assignor agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Patents, Trademarks or Copyrights, including any taxes, fees and reasonable attorneys' fees (including, without limitation, the allocated costs and expenses of in-house counsel), and all such costs shall be added to the Obligations. The Administrative Agent may apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Obligations as provided for in the Loan and Security Agreement. The Assignor shall remain liable for any deficiency with respect to the Obligations, which shall bear interest and be payable at the Default Rate applicable to the Obligations under the Loan and Security Agreement. The rights of the Assignor to receive any surplus, if any, shall be subject to any duty of the Administrative Agent imposed by law to the holder of any subordinate security interest in the Collateral known to the Administrative Agent. Nothing contained herein shall be construed as requiring the Administrative Agent to take any such action at any time.

Section 7. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by each Assignor. Each Assignor shall provide Administrative Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations and licenses, if any, which new patents, copyrights, trademarks, licenses and applications shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

Section 8. Effect on Loan Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Administrative Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding any provision herein contained to the contrary, Administrative Agent shall not have the right to use and enforce the Patents, Copyrights and Trademarks unless and until the occurrence of an Event of Default, and until the occurrence of an Event of Default Assignor shall have all of such rights.

Section 9. Delivery of Powers of Attorney. Concurrently with the execution and delivery hereof, the Assignor is executing and delivering to each of the Administrative Agent and the Collateral Agent in the form of Exhibit 1 hereto, five originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks, Patents and Copyrights pursuant to subparagraphs 6(b)(iii) and (iv) hereof and each Assignor hereby releases the Administrative Agent, the Collateral Agent and the Lenders from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent or the Collateral Agent under the powers of attorney granted herein, other than actions taken or omitted to be taken through the Administrative Agent's or the Collateral Agent's gross negligence, willful misconduct or knowing violation of the law.

Section 10. Amendments and Modification. No provision hereof shall be modified, altered, waived or limited except by a written instrument expressly referring to this Agreement and executed by the Assignor and the Administrative Agent.

Section 11. Admissibility of Agreement. The Assignor agrees that any copy of this Agreement signed by the Assignor and transmitted by telecopier for delivery to the Administrative Agent shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

Section 12. Address for Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing (unless otherwise expressly provided herein) and shall be sent to the addresses as set forth in the signature pages hereto and shall have effect as set forth in the Loan Agreement.

Section 13. Security Interest Absolute. All rights of the Administrative Agent and the Lenders and security interests hereunder, and all of the obligations of the Assignor hereunder, shall be absolute and unconditional, irrespective of:

(i) any lack of validity or enforceability of any of the Loan Documents or any other agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment or waiver of or any consent to any departure from any of the Loan Documents;

(iii) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Assignor or a third party Assignor of a security interest or lien.

Section 14. Counterparts, Effectiveness. This Assignment and any amendments, waivers, consents, or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. This Assignment shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page to this Assignment any amendments, waivers, consents or supplements by telecopier shall be as effective as delivery of a manually executed counterpart thereof.

Section 15. Schedules. The Administrative Agent is authorized to annex hereto any schedules referred to herein.

Section 16. Acknowledgment of Receipt. The Assignor acknowledges receipt of a copy of this Agreement.

Section 17. Binding Effect; Benefits. This Assignment shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent for the benefit of Lenders and its successors and assigns whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise.

Section 18. Applicable Law. **THIS ASSIGNMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

Section 19. Entire Agreement. This Agreement embodies the entire agreement and understanding between Pledgors and Administrative Agent with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between Pledgors and Administrative Agent relating to the subject matter hereof.

Section 20. Miscellaneous.

(a) Administrative Agent may execute any of its duties hereunder by or through Administrative Agent or Administrative Agent's employees and shall be entitled to advice of counsel concerning all matters pertaining to its duties hereunder.

(b) Neither Administrative Agent, nor any of its respective officers, directors, employees, agents or counsel shall be liable for any action lawfully taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

Section 21. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment or of such provision or obligation in any other jurisdiction.

Section 22. Consent to Jurisdiction. **EACH ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO ADMINISTRATIVE AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH ASSIGNOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS ASSIGNMENT OR THE LOAN AGREEMENT.**

Section 23. Jury Trial Waiver. **EACH ASSIGNOR HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AND THE LOAN AGREEMENT. EACH ASSIGNOR AND ADMINISTRATIVE AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS ASSIGNMENT AND LOAN AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH ASSIGNOR AND ADMINISTRATIVE AGENT FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.**

Section 24. Headings. Section headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect

Section 25. Controlling Agreement. The parties hereto further specifically agree that this Agreement shall be deemed controlling in the event of any conflict with the Loan Agreement with respect to the Collateral.

Section 26. Entire Agreement. This Agreement embodies the entire agreement and understanding between Assignors and Administrative Agent with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between Assignors and Administrative Agent relating to the subject matter hereof.

Section 27. Miscellaneous. (i) Administrative Agent may execute any of its duties hereunder by or through Administrative Agent or Administrative Agent's employees and shall be entitled to advice of counsel concerning all matters pertaining to its duties hereunder. (ii) Neither Administrative Agent, nor any of its respective officers, directors, employees, agents or counsel shall be liable for any action lawfully taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

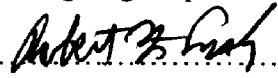
Section 28. Collateral Agent – Rights and Remedies. Any rights and remedies (including, without limitation, rights under any power of attorney and rights of sale and foreclosure) of the Administrative Agent contained herein may be exercised in whole or in part by the Collateral Agent. In exercising any such rights or remedies, the Collateral Agent shall be entitled to all of the protections, indemnities and benefits provided to the Administrative Agent in this Agreement.

[Signature Page to Follow]

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

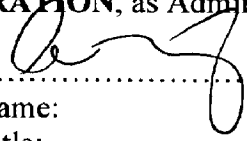
**COMFORCE CORPORATION
COMFORCE TECHNICAL SERVICES, INC.
UNIFORCE SERVICES, INC.
BRENTWOOD SERVICE GROUP, INC.
PRO UNLIMITED, INC.
UNIFORCE STAFFING SERVICES, INC.**

For each of the foregoing corporations:

By: 
Name:
Title:

Address: 415 Crossways Park Drive
Woodbury, New York 11797

**IBJ WHITEHALL BUSINESS CREDIT
CORPORATION**, as Administrative Agent

By: 
Name:
Title:

Address: One State Street
New York, NY 10004

SCHEDULE A

PATENTS

-NONE-

PATENT APPLICATIONS

-NONE-

PATENT LICENSES

-NONE-

SCHEDULE B

COPYRIGHT REGISTRATIONS

COMPANY	COPYRIGHT	REGISTRATION NO./DATE
Uniforce Staffing Services, Inc. (formerly, Uniforce Services, Inc.)	"IF YOU THINK OF PAYROLL AS A FIXED EXPENSE" BROCHURE	TX2947454 (November 6, 1990)
	"UNISKILL" SOFTWARE PROGRAM	TX3979698 (February 28, 1995)

COPYRIGHT APPLICATIONS

-NONE-

COPYRIGHT LICENSES

-NONE-