

01-13-2005

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To the Director of the U. S. Patent and Trademark Office. Please record this document at the address or the new address(es) below.

1.12.05

1. Name of conveying party(ies)/Execution Date(s):

RemedyTemp, Inc.  
101 Enterprise  
Aliso Viejo, CA 92656

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

Citizenship (see guidelines)

Execution Date(s)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Internal

Address:

Street Address: 55 South Lake Avenue, #900

City: Pasadena

State: California

Country: USA Zip: 91101

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other N.A. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

A545125

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Tia A. Broich

Internal Address:

Street Address: Buchalter Nemer Fields & Younger  
601 S. Figueroa St., Suite 2400

City: Los Angeles

State: CA Zip: 90017

Phone Number: (213) 891-5455

Fax Number: (213) 630-5841

Email Address: tbroich@buchalter.com

6. Total number of applications and registrations involved:

45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1140<sup>00</sup>

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 20-0052

Authorized User Name DAVED ALEXANDER

9. Signature:

Tia A. Broich

DAVED ALEXANDER Name of Person Signing

January 11, 2005

12 Jan 05 Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01/13/2005 ECOOPER 00000001 200052 545125

01 FC:8521 40.00 DA  
02 FC:8522 1100.00 DA

**Schedule A**

**Trademarks**

**Registered Trademarks:**

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Remedy	A545125	November 1, 1990
Remedy	477970	April 5, 1990
The Intelligent Temporary	485546	July 5, 1991
The Intelligent Temporary	26753	May 8, 1986
Caller Access	TMA579185	April 8, 2003
HPT	TMA579000	April 4, 2003
I/Search 2000	TMA578819	April 2, 2003
Intelligent Staffing	TMA578793	April 2, 2003
Maps	TMA588193	August 26, 2003
Remedy	TMA357779	June 30, 1989
Remedy	TMA361867	November 3, 1989
Remedy	TMA264109	November 6, 1981
Remedy Temporary Services	TMA578834	April 2, 2003
The Intelligent Temporary	TMA440709	March 24, 1995
remedylegal.com		June 22, 2009
Remedy	1587812	April 23, 1990
The Intelligent Temporary	1616399	September 20, 1990
Remedy	1187681	May 10, 1990
Remedy The Intelligent Temporary	620692	June 8, 1994
Remedy	T97/13258J	October 28, 1997
Remedy Temporary Services	T09/132591	October 28, 1997
RemedyTemp	T97/13260B	October 28, 1997

Remedy-Associate Orientation Handbook	TX5441771	January 18, 2002
Remedy-Time Record/Client Agreement	TX5441770	January 18, 2002
REMX Financial Staffing 'Q' School Training	TX6004236	June 4, 2004
Axcess Interactive Customer Care	2482399	August 28, 2001
Caller Access	2249331	June 1, 1999
Edge	2002401	September 24, 1996
Hire Intelligence	1660054	October 8, 1991
HPT	2029804	January 14, 1997
I/Search 2000	2520606	December 18, 2001
Intelligent Staffing	2007936	October 15, 1996
MAPS	2376956	August 15, 2000
Megablast	2879681	August 31, 2004
Recruitrac	2658943	December 10, 2002
Remedy	1357133	August 27, 1985
Remedy Logistics Group & Design	2391962	October 3, 2000
Remedy Technical	2235965	March 30, 1999
Remedy Temporary Services	1363675	October 1, 1985
RemedyTemp	1364854	October 8, 1985
REMX	2520583	December 18, 2001
REMX Technology Group	2443159	April 10, 2001
VSM	2015122	November 12, 1996

**Trademarks (Applied For):**

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Date Filed</u>
Manager Match	78/375009	February 26, 2004
Remedy Talent Magnet	78/441025	June 24, 2004
Talent Magnet	78/441017	June 24, 2004

**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

RemedyTemp, Inc., a California corporation, whose address is 101 Enterprise, Aliso Viejo, California 92656 ("Grantor") hereby acknowledges the following:

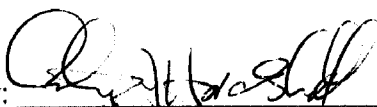
RemX, Inc., a California corporation, RemedyTemp, Inc., a California corporation, Remedy Temporary Services, Inc., a California corporation and Remedy Intelligent Staffing, Inc., a California corporation, (individually, a "Borrower", and collectively, the "Borrowers"), and Bank of America, N.A., with an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 (the "Lender"), are party to that certain Credit Agreement, dated as of December 1, 2004 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"); and

Under the terms of the Credit Agreement and the related Security Agreement, dated as of December 1, 2004 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), entered into between the Borrowers and the Lender, Grantor has granted to the Lender, a security interest in: (a) the trademarks and trademark registrations and applications therefor which are identified on Schedule A attached hereto and incorporated herein by this reference (the "Trademarks"), together with the goodwill thereto; (b) the patents and patent applications which are identified on Schedule B attached hereto and incorporated herein by this reference (the "Patents"), owned by Grantor, which Trademarks, Patents, and Copyrights are appurtenant, and all actions for infringement concerning the foregoing.

Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which the Lender may have in any other collateral described in the Security Agreement or otherwise. Capitalized terms used but not defined herein shall have the meanings given them in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 1st day of December, 2004.

RemedyTemp, Inc.,  
a California corporation

By: 

Name: Monty Houdeshell

Title: CFO/Senior Vice President

**Schedule B**

**Patents**

**Patents Issued:**

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
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None.

**Patents Pending:**

<u>Patent Description</u>	<u>Application Number</u>	<u>Date Filed</u>
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None.